

STATEMENT OF ADDITIONAL INFORMATION

Name of the Mutual Fund	Unifi Mutual Fund
Name of the Asset Management Company	Unifi Asset Management Private Limited CIN - U66309TN2024PTC166661
Name of the Trustee Company	Unifi Mutual Fund Trustee Private Limited CIN - U66301TN2024PTC166711
Address and website	<p>Unifi Mutual Fund</p> <p>Registered Address: 11, Kakani Towers, 15, Khader Nawaz Khan Road, Nungambakkam, Chennai – 600 006.</p> <p>Unifi Asset Management Private Limited</p> <p>Registered Address: 11, Kakani Towers, 15, Khader Nawaz Khan Road, Nungambakkam, Chennai – 600 006. Website: www.unifimf.com</p> <p>Unifi Mutual Fund Trustee Private Limited</p> <p>Registered Address: 11, Kakani Towers, 15, Khader Nawaz Khan Road, Nungambakkam, Chennai – 600 006.</p>

This Statement of Additional Information (“SAI”) contains details of **Unifi Mutual Fund**, its constitution, and certain tax, legal and general information. It is incorporated by reference and is legally a part of the Scheme Information Document (“SID”).

This SAI is dated 20.12.2024

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I. INFORMATION ABOUT SPONSOR, AMC AND TRUSTEE COMPANIES

A. Constitution of Unifi Mutual Fund

Unifi Mutual Fund (“Fund” or “Mutual Fund”) has been constituted as a trust vide original trust deed dated March 05, 2024 (“Trust Deed”), in accordance with the provisions of the Indian Trusts Act, 1882 and Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 (“Mutual Fund Regulations”), with Unifi Capital Private Limited, as the Sponsor and Unifi Mutual Fund Trustee Private Limited as the Trustee. The Trust Deed has been registered in accordance with the provisions of the Indian Registration Act, 1908. The Mutual Fund has been registered with Securities and Exchange Board of India (“SEBI”) on **November 13, 2024** under registration code **MF/082/24/08**.

B. Sponsor

Unifi Mutual Fund is sponsored by Unifi Capital Private Limited (“Sponsor”). The Sponsor is the settlor of the Mutual Fund Trust. The Sponsor has entrusted a sum of Rs. 1,00,000/- (Indian Rupees One Lakh) to Unifi Mutual Fund Trustee Private Limited (“Trustee”) as the initial contribution towards the corpus of the Mutual Fund. The Sponsor shall be responsible for discharging its functions and responsibilities towards the Mutual Fund in accordance with the Mutual Fund Regulations, and the various constitutive documents of the Mutual Fund.

The Sponsor is a company incorporated in India on January 02, 2001 under the provisions of the Companies Act, 1956 and having CIN U67120TN2001PTC046392. It has been in the fund management business for over two decades duly undertaking Portfolio Management Services (“PMS”) and managing Alternative Investment Funds (“AIF”) and has a successful track record. Its financial position is quite strong, with good profitability, return ratios, and surplus cash.

Financial Performance of the Sponsor during the past 3 (three) years is as follows:

Particulars	(Amount in Crores)		
	(2023-2024) *	(2022-2023) *	(2021-2022)
Net Worth	510.30	302.99	233.85
Total Income	520.57	246.67	220.42
Profit after tax	243.44	90.78	91.02
Assets Under Management**	23,243.49	14,973.28	11,563.52

* The company adopted Ind-AS for the first time during FY 2023-24. Hence the Net Worth, Total Income and Profit After Tax for FY 2023-24 and corresponding previous year (FY 2022-23) have been reported as per Ind-AS.

** Includes AUM under “Portfolio Management Service” and “Alternative Investment Funds”

C. The Trustee

Unifi Mutual Fund Trustee Private Limited (“The Trustees”) through its Board of Directors, shall discharge its obligations as the trustee of the Mutual Fund. The Trustee ensures that the transactions entered by Unifi Asset Management Private Limited (“AMC”) in the capacity of an asset management company are in accordance with the Mutual Fund Regulations and will also review the activities carried on by AMC.

1. Details of Trustee Directors:

Name	Age	Qualification	Brief Experience
Mr. Govindasamy Maran	53	<ul style="list-style-type: none"> • B.Sc. in Computer Science from A.V.C. College - affiliated to Bharathidasan University, Trichy. • Licensed certificate holder of Capital Markets, Derivatives Core Modules and Mutual Fund (Distributors) Module (conducted by National Stock Exchange of India Ltd). 	<p>Mr. Govindasamy Maran has been appointed as associated Director (nominee of Unifi Capital Private Limited).</p> <p>Mr. Maran is the co-founder & Executive Director of Unifi Capital Private Limited and during his experience in the field of capital markets spanning 29 years, has worked with some of the leading names in the industry. In addition to managing investments of the company, Mr. Maran has also been instrumental in spear heading the company's initiatives in major markets such as Mumbai and Delhi.</p> <p>Mr. Maran has been instrumental in the establishment of Unifi Mutual Fund Trustee Pvt Ltd, by acting as the first director of the company.</p> <p>Mr. Maran is also responsible for providing advice on strategic direction, business plans, and other key aspects in the capacity of non-executive Director in M/s. Unifi Financial Private Limited.</p>
Mr. Rajaraman Ramachandran	72	<ul style="list-style-type: none"> • Postgraduate in Chemistry from the University of Madras. • Post Graduate Diploma in Financial Management from the University of Madras. 	<p>Mr. Ramachandran is currently serving as the Chairperson and Independent Director of M/s. Unifi Mutual Fund Trustee Private Limited.</p> <p>Additionally, he is a non-executive director in M/s. Logan Fintech Private Limited advising on finance, regulatory and compliance related matters of the organization.</p> <p>During his tenure as Chairman and Managing Director of Andhra Bank, Hyderabad, Mr. Ramachandran played a key role in strengthening governance, enhancing Board-level coordination, ensuring regulatory compliance, exercising control over operations and facilitating business growth.</p> <p>Previously, he served as a Whole-Time Director in Syndicate Bank at Manipal/Bangalore and as non-executive Director in D.I.C.G.C. (subsidiary of RBI), non-executive Director in SIDBI and as non-executive Chairman, Suryoday Small Finance Bank Ltd.</p>

			<p>Mr. Ramachandran also held the position of General Manager and Chief Executive of Indian Bank's operations in Singapore, overseeing besides operations, regulatory compliance for the Bank with Monetary Authority of Singapore.</p> <p>He has also worked as a short-term Consultant (Advisory) with IFC(W), a member of the World Bank Group. He was a member of the Advisory Board of the Central Vigilance Commission and further served as President (ex-officio) of the State Level Bankers' Committee in Andhra Pradesh.</p> <p>Mr. Ramachandran also served as a member of the Management Committee of the Indian Bank's Association (IBA), Mumbai.</p>
Major General (Retd) Maniyil Indrabalan	59	<ul style="list-style-type: none"> • Bachelor of Science in Physical Sciences from National Defense Academy. • Bachelor of Technology, Civil Engineering from College of Military Engineering. • Master of Science in Military strategy and management from Defense Services Staff College. • Master of Business Administration from the Indian Institute of Technology, Kharagpur. • Master of Philosophy - Management in Military Affairs from Army War College, Mhow. 	<p>Major General (Retd) Maniyil Indrabalan is currently associated with M/s. Unifi Mutual Fund Trustee Private Limited in the capacity of Independent Director.</p> <p>He is an Executive Director of M/s. Manvijay Education Sports & Health Care Private Limited and Chairman cum Director in M/s Aeronero Solutions Private Limited.</p> <p>Earlier, he was the Chief of Staff, Dakshin Bharat Area, Indian Army, New Delhi.</p> <p>Major General (Retd) Maniyil Indrabalan was also an Additional Director General, NCC in the Ministry of Defense, Delhi.</p>
Mr.Raj Dharmaraj	56	<ul style="list-style-type: none"> • Bachelor in Economics from Loyola college. • Post-graduation in Business Management (Marketing & Finance) from XLRI, India. • Leadership in Management executive program from Tepper School of Business, Carnegie Mellon University, USA; as part of the CII-Nehru Fullbright Fellowship. • PCC Credentialed Coach - International Coaching Federation 	<p>Mr. Dharmaraj is currently associated with M/s. Unifi Mutual Fund Trustee Private Limited in the capacity of Independent Director.</p> <p>He is also on the Board of M/s Anarva Consulting Private Ltd as Non-Executive director specializing on strategy and advisory roles.</p> <p>Mr. Dharmaraj is also involved as a partner in Effilor Consulting Services wherein he is responsible in the co-creation and delivery of strategy, organizational development and leadership excellence initiatives for clients across IT, manufacturing and services sectors.</p> <p>Earlier, Mr. Dharmaraj was associated with</p>

			<p>Cognizant Technology Solutions in the capacity of Head- HR M&A Deals, India and APAC. He was a member of the Global HR Leadership Team.</p> <p>Mr. Dharmaraj has also served as a Consultant in Tata Consultancy Services (Insurance Practice & Management Consulting Group).</p>
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2. Rights ,Obligations and Responsibilities of the Trustee under the Trust Deed and Mutual Fund Regulations:

Pursuant to the Mutual Fund Regulations and the Trust Deed constituting Unifi Mutual Fund trust, the duties and responsibilities of the Trustee are as follows:

- (1) The trustees and the asset management Company with the prior approval of the SEBI has entered into an investment management agreement.
- (2) The Trustee shall take reasonable care to ensure that the funds under the schemes floated by and managed by the AMC are in accordance with the Trust Deed and the Mutual Fund Regulations.
- (3) The trustees shall have a right to obtain from the asset management company such information as is considered necessary by the trustees.
- (4) The Trustee shall
 - (i) Approve the policy for empanelment of brokers by the Asset Management Company and shall ensure that the AMC has been diligent in empaneling the brokers, in monitoring securities transactions with brokers and avoiding undue concentration of business with any broker.
 - (ii) The AMC has not given any undue or unfair advantage to any associates or dealt with any of the associates of the AMC in any manner detrimental to the interest of the unitholders.
 - (iii) The transactions entered into by the AMC are in accordance with the Mutual Fund Regulations and the scheme.
 - (iv) The AMC shall manage the schemes of the Mutual Fund independently of other activities and has taken adequate steps to ensure that the interest of investors of one scheme are not being compromised with those of any other scheme or of other activities of the AMC.
 - (v) All the activities of the AMC are in accordance with the provisions of the Mutual Fund Regulations.
- (5) Where the Trustee has reason to believe that the conduct of business of the Mutual Fund is not in accordance with the Mutual Fund Regulations and the schemes, it shall forthwith take such remedial steps as are necessary by them and shall immediately inform SEBI of the violation and the action taken by them.
- (6) Each Director of the Trustee Company shall file the details of his transactions of dealing in securities with the Mutual Fund within the time and manner as may be specified by the SEBI from time to time.
- (7) The Trustee shall be accountable for, and be the custodian of, the funds and property of the respective schemes and shall hold the same in trust for the benefit of the unitholders in accordance with the SEBI(Mutual Funds) Regulations and the provisions of the Trust Deed.
- (8) The Trustee shall ensure that the income calculated by the Asset Management Company is in accordance with the Mutual Fund Regulations and the Trust Deed.
- (9) The Trustee shall obtain the consent of the unitholders :
 - (i) whenever required to do so by SEBI in the interest of the unit holders; or
 - (ii) whenever required to do so on the requisition made by three-fourths of the unit holders of any scheme; or
 - (iii) when the majority of Directors of the Trustee Company decide to wind up a scheme in terms of clause (a) of sub regulation (2) of regulation 39 or prematurely redeem the units of a close ended scheme.
- (10) The Trustees shall ensure that no change in the fundamental attributes of any scheme, the fees

and expenses payable or any other change which would modify the scheme and affect the interest of the unitholders is carried out by the AMC, unless it complies with the Regulation 25(26) of SEBI (Mutual Funds) Regulations.

- (11) The Trustee shall call for the details of transactions in securities by the key personnel of the AMC in their own name or on behalf of the AMC and shall report to SEBI, as and when required.
- (12) The Trustee shall quarterly or such frequency as may be prescribed by SEBI review all transactions carried out between the Mutual Fund, AMC and its associates.
- (13) The Trustees shall on a quarterly or at such frequency as may be prescribed by SEBI review the net worth of the AMC to ensure compliance with the threshold provided in clause (f) of sub-regulation (1) of Regulation 21 of the Mutual Fund Regulation on a continuous basis.
- (14) The Trustee shall periodically review the service contracts relating to Custody arrangements and satisfy themselves that such contracts are executed in the interest of the unitholders.
- (15) The Trustee shall ensure that there is no conflict of interest between the manner of deployment of its net worth by the AMC and the interest of the unit holders.
- (16) The Trustee shall periodically review the investor complaints received and the redressal of the same by the AMC.
- (17) The Trustees shall abide by the Code of Conduct as specified in Part-A of the Fifth Schedule of the SEBI (Mutual Funds) Regulations.
- (18) The Trustee shall furnish to SEBI on a half yearly basis, or such frequency as may be prescribed by SEBI from time to time -
 - (i) a report on the activities of the Mutual Fund;
 - (ii) a certificate stating that the Trustee has satisfied itself that there have been no instances of self-dealing or front running by the Trustee or any of its directors and key personnel or by the directors and key personnel of the AMC; and
 - (iii) a certificate to the effect that the AMC has been managing the schemes independently of other activities and in case any activities of the nature referred to in clause (b) of regulation 24 of Mutual Fund Regulation have been undertaken by the AMC, adequate steps to ensure that the interest of the unitholders are protected.
- (19) The independent directors of the Trustee referred to in sub regulation (5) of regulation 16 of Mutual Fund Regulation shall give their comments on the report received from the AMC regarding the investments by the Mutual Fund in the securities of group companies of the Sponsor.
- (20) The Trustee shall exercise due diligence as under:

I. General Due Diligence:

- (i) The Trustee shall be discerning in the appointment of the directors on the Board of the AMC.
- (ii) The Trustee shall review the desirability of continuance of the AMC if substantial irregularities are observed in any of the schemes and shall not allow the AMC to float new scheme(s).
- (iii) The Trustee shall ensure that the trust property is properly protected, held and administered by proper persons and by a proper number of such persons.
- (iv) The Trustee shall ensure that all service providers are holding appropriate registrations from SEBI or concerned regulatory authority.
- (v) The Trustee shall arrange for test checks of service contracts.
- (vi) The Trustee shall immediately report to SEBI of any special developments in Unifi Mutual Fund.

II. Specific Due Diligence:

The Trustee shall:

- (i) obtain internal audit reports at regular intervals from independent auditors appointed by the Trustee.
- (ii) obtain compliance certificates at regular intervals from the AMC.
- (iii) hold meeting of the board of directors of the Trustee regularly and frequently in

- accordance with the Mutual Fund Regulation.
- (iv) consider the reports of the independent auditor and compliance reports of AMC at the meetings of the Trustee for appropriate action.
 - (v) maintain records of the decisions of the Trustee at its meetings and the minutes of the meetings.
 - (vi) prescribe and adhere to a code of ethics by the Trustee, AMC and its personnel.
 - (vii) communicate in writing to the AMC, of the deficiencies and checking on the rectification of deficiencies.

III. Core Responsibilities

- (i) The Trustees shall ensure the fairness of the fees and expenses charged by the AMCs.
- (ii) The Trustees shall review the performance of AMC in its schemes vis-a-vis the performance of peers or the appropriate benchmarks.
- (iii) The Trustees shall ensure that the AMCs have put in place adequate systems to prevent mis-selling to increase assets under their management and valuation of the AMCs.
- (iv) The Trustees shall ensure that operations of AMCs are not unduly influenced by the AMCs Sponsor, its associates and other stakeholders of AMCs.
- (v) The Trustees shall ensure that undue or unfair advantage is not given by AMCs to any of their associates/group entities.
- (vi) The Trustees shall be responsible to address conflicts of interest, if any, between the shareholders/stakeholders/associates of the AMCs and unitholders.
- (vii) The Trustees shall ensure that the AMC has put in place adequate systems to prevent misconduct including market abuse/misuse of information by the employees, AMC and connected entities of the AMCs

The Trustees and their resource persons shall independently evaluate the extent of compliance by AMCs vis-à-vis the identified key areas and not merely rely on AMCs' submissions /external assurances. In this regard, the Trustees may rely on professional firms such as Audit Firms, Legal Firms, Merchant Bankers, etc. (collectively referred to as "third party fiduciaries") for carrying out due diligence on behalf of the Trustees.

The Trustees shall periodically review the steps taken by AMCs for folios which do not contain all the Know Your Client (KYC) attributes / updated KYC attributes and ensure that the AMCs take remedial steps necessary for updating the KYC attributes especially pertaining to bank details, PAN, mobile phone number.

- (21) Notwithstanding the aforesaid, the Trustee company and its directors shall not be held liable for acts done in good faith if they have exercised adequate due diligence honestly.
- (22) The independent directors of the Trustee or the AMC shall pay specific attention to the following, as may be applicable, namely: -
 - (i) the IMA and the compensation paid under the IMA.
 - (ii) service contracts with associates - whether the AMC has charged higher fees than outside contractors for the same services.
 - (iii) selection of AMC's independent directors.
 - (iv) securities transactions involving associates to the extent such transactions are permitted.
 - (v) selecting and nominating individuals to fill independent director's vacancies.
 - (vi) Designed code of ethics to prevent fraudulent, deceptive or manipulative practices by insiders in connection with personal securities transactions.
 - (vii) the reasonableness of fees paid to the Sponsor, the AMC and any others for services provided.
 - (viii) principal underwriting contracts and their renewals.
 - (ix) any service contract with the associates of the AMC.
- (23) The trustees shall also exercise due diligence on such matters as may be specified by the SEBI from time to time.
- (24) Supervisory Role of the Trustee -The supervisory role of the Trustee will be discharged *inter alia* by reviewing the information and operations of The Mutual Fund based on the reports furnished

by AMC, internal audit reports/compliance reports received on a periodical basis. The compliance officer has direct reporting line to the board of directors of the Trustee. The board meeting of the Trustee shall be held at least once in every two calendar months and at least six such meetings shall be held every year or at such frequency as may be prescribed under the Mutual Fund Regulations. In the current year, the board of trustees has met seven times. Further, the quorum for a board meeting of the Trustee shall not be constituted unless such a number of independent directors as may be prescribed by SEBI, from time to time, are present in at the meeting.

Further, the board of directors of the Trustee has constituted an audit committee and risk committee chaired by an independent director. The audit committee shall meet periodically to discuss the internal control systems, the scope of audit of the internal auditors, as well as the observations made by them. They shall also review the annual financial accounts. Recommendations, if any, of the audit committee on any matter relating to financial management etc. are considered in the subsequent board meeting of the AMC and the Trustee.

The scope of the risk committee shall be as per the SEBI (MF) regulation and the Master Circular issued by SEBI dated June 27, 2024 which lays down broad framework for Risk Management.

II. The Asset Management Company

The AMC is a private limited company incorporated under the Companies Act, 2013, on January 11, 2024 and having its registered office at 11, Kakani Towers, 15, Khader Nawaz Khan Road, Nungambakkam, Chennai - 600 006, Tamil Nadu, India. Further, the AMC has the regulatory approval to act as an asset manager of the Fund and has been appointed as the AMC of the Mutual Fund by the Trustee, vide the IMA dated July 12, 2024 executed between the Sponsor and the Trustee.

No amendments to the trust deed shall be carried out without the prior approval of SEBI and unitholders approval would be obtained where it affects the interest of unitholder.

In terms of the IMA, the AMC has assumed day to day investment management of the Mutual Fund and in such capacity, will make investment decisions and manages the schemes of the Mutual Fund in accordance with the scheme objectives, Trust Deed, IMA and Mutual Fund Regulations and guidelines issued in this regard.

The AMC has not undertaken any other activities permitted /specified in terms of Regulation 24(2) of the SEBI(MF) Regulation' 1996.

1. The share holding pattern of AMC:

Unifi AMC is a wholly owned (100%) subsidiary of Unifi Capital Private Limited , the sponsor of Unifi Mutual Fund.

2. Details of AMC Directors:

Name	Age	Qualification	Brief experience
Mr. Sarath Chandra Reddy Kakani	57	<ul style="list-style-type: none"> BA in Economics from Loyola College (affiliated to Madras University). MBA in Finance from Utah State University, USA. 	<p>Mr. Sarath Chandra Reddy Kakani holds the position of Associate Director in M/s. Unifi Asset Management Private Limited. He was instrumental in setting up the AMC and was appointed as "First Director".</p> <p>Mr. Sarath is the founder and managing director</p>

Name	Age	Qualification	Brief experience
			<p>of M/s. Unifi Capital Private Limited, the sponsor and a SEBI registered PMS and AIF manager. In a career spanning 30+ years, Mr. Sarath has led a variety of functions in the field of investments. He has also been the Chief Investment Officer at Unifi Capital since inception and supervises the overall fund management.</p> <p>Prior to this, Mr. Sarath was the Managing Director at Navia Markets Limited, a member registered with the National Stock Exchange of India Ltd since September 1995, where he was heading the company and offering brokerage service, research, cash management, investment advisory & electronic custody services to a large number of retail customers through a network of branches and franchisees in several locations across India.</p> <p>At Excel Finance Limited, where Mr. Sarath was the Assistant Vice President - Investments, he managed large investment portfolios for Excel Finance and its group and set up and headed a team comprising of research analysts and support staff. He was responsible for the formulation and implementation of the company's investment policy for listed and unlisted equities. Earlier to Excel Finance, he worked in the Treasury department of Standard Chartered Bank, India.</p>
Mr. Saravanan V.N	45	<ul style="list-style-type: none"> • B. Com. from Loyola College (affiliated to Madras University). • Chartered Accountant (ICAI) 	<p>Mr. Saravanan holds the position of Whole Time Director and Chief Investment Officer in M/s. Unifi Asset Management Private Limited.</p> <p>Saravanan has about 24 years of financial services experience and has been associated with the Unifi group since August 2006.</p> <p>He has 12 years of fund management experience in managing both equity and debt AIFs launched by Unifi Capital. He has independently managed the multi asset class Unifi High Yield Fund (monthly open-ended Category III AIF) from April 2013 to July 2024 and co-managed the Unifi Blend & BCAD equity AIFs (Cat III) from Feb 2019 to March 2024.</p> <p>He has 7 years of equity research experience at Unifi Capital from August 2006 to March 2013 specifically covering Pharmaceuticals, Specialty Chemicals, Banks and NBFCs and providing sector & company specific recommendations to the equity fund management team.</p> <p>Prior to joining Unifi group, he worked for ICICI Bank, Aithent technologies and PWC in their compliance, risk management and audit departments, respectively.</p>

Name	Age	Qualification	Brief experience
Mr. George Alexander	50	<ul style="list-style-type: none"> • Bachelor of Engineering from Kerala University • MBA from California State University 	<p>Mr. George currently holds the position of Whole Time Director and Chief Executive Officer of M/s. Unifi Asset Management Private Limited. He is responsible for overseeing the company's overall operations and for developing, implementing and evaluating business strategies.</p> <p>Earlier, Mr. George was associated with M/s. 360 One Distribution Services Limited as the Director-Practice head wherein he was responsible for managing and providing advisory support to private wealth clients on their investment portfolio.</p> <p>Earlier, as a Vice President in M/s. Morgan Stanley India Financial Services Private Limited.</p> <p>Mr. George was also a part of M/s. HSBC Bank in the capacity of Vice President, Private Banking.</p>
Mr. Sunil Subramaniam	64	<ul style="list-style-type: none"> • Bachelor of Science (Chemistry) from Loyola College. • Master of Science (Chemistry) from IIT, Madras. • MBA (Open) from OUBS, London. 	<p>Mr. Sunil Subramaniam holds the position of Independent Director in M/s. Unifi Asset Management Private Limited.</p> <p>He was Managing Director of Sundaram Asset Management Ltd. He managed the overall operations & strategic planning of the company in India and Singapore. Managed and mentored the senior leadership team and oversaw the sales, investments, operations and marketing functions of the company. He had been with the company since 2005 and held various Executive & Board level positions starting from VP- Retail & Distribution, Executive Director, Director, Deputy CEO & CEO.</p> <p>Earlier he had served Bank of America, American Express, State bank of India & United India Insurance Co. Ltd. in various positions administrative and executive Level.</p>
Mr. Philip Verghese	56	<ul style="list-style-type: none"> • B.A in Economics from Loyola College. • MBA in Finance from the Wharton School, University of Pennsylvania. • Chartered Accountant (ICAI) 	<p>Mr. Philip holds the position of Independent Director in M/s. Unifi Asset Management Private Limited.</p> <p>He also holds the position of Executive Director in International Infrastructure Consultants Private Ltd, a corporate advisory firm focused on the infrastructure sector.</p> <p>His functional expertise covers corporate finance, financial accounting, business negotiations, management and business strategy.</p> <p>Earlier, he was a Vice-President with Dresdner Kleinwort Wasserstein (DrKW), Frankfurt and</p>

Name	Age	Qualification	Brief experience
			<p>Singapore. At DrKW, he acted as sell-side and buy-side advisor to companies in Europe, Southeast Asia and Japan for transactions involving mergers, acquisitions, spin-offs and debt financing across various industry sectors including Power and Utilities, Oil & Gas and Infrastructure.</p> <p>Prior to DrKW, he was a Senior Consultant at Coopers & Lybrand, Kuwait where he provided management advisory and audit & assurance services.</p>
Mr. Ranjit Punja	60	<ul style="list-style-type: none"> • B. Com and M. Com from Loyola College. • MBA from the University of Wisconsin, U.S.A. 	<p>Mr. Ranjit holds the position of Independent Director in M/s. Unifi Asset Management Private Limited.</p> <p>He is also an Executive Director at M/s. Lamak Agrisol Private Limited, wherein Mr. Ranjit provides marketing assistance and promotes the adoption of new technologies to improve financial gain for small farmers.</p> <p>Earlier, Mr. Ranjit was a Co-founder & CEO in M/s. Creditmantri Finserve Private Limited wherein he was involved with driving strategic initiatives partnership and fund raising. He co-founded a technology-driven online credit management service provider. As a founding member of the team, he held the responsibility of managing the credit, key relationships and corporate strategies of the company.</p> <p>Mr. Ranjit was also a part of M/s. Citigroup in the capacity of Senior Vice President and has managed the collection function for the consumer business in 53 countries around the globe.</p>

3. Duties and Responsibilities of the AMC:

Under SEBI (Mutual Funds) Regulations and the IMA, the AMC has, *inter-alia*, the following duties and responsibilities:

- (1) The AMC shall take all reasonable steps and exercise due diligence to ensure that the investment of funds pertaining to any scheme is not contrary to the provisions of the Mutual Fund Regulations and the Trust Deed.
- (2) The AMC shall exercise due diligence and care in all its investment decisions as would be exercised by other persons engaged in the same business.
- (3) The AMC shall obtain, wherever required under the Mutual Fund Regulations, prior in-principle approval from the recognized stock exchange(s) where units are proposed to be listed.
- (4) The AMC shall be responsible for the acts of commissions or omissions by its employees or the persons whose services have been procured by the AMC.
- (5) The AMC shall submit quarterly reports on the functioning of the scheme/its activities and the compliance with Mutual Fund Regulations to the Trustee or at such intervals as may be specified by SEBI.
- (6) The Trustee at the request of the AMC may terminate the assignment of the AMC at any time. Provided that such termination shall become effective only after the Trustee has accepted the

- termination of assignment and communicated its decision in writing to the AMC.
- (7) Notwithstanding anything contained in any contract or agreement or termination, the AMC or its directors or other officers shall not be absolved of any liability to the Mutual Fund for its / their acts of commission or omissions, while holding such position or office.
 - (8) The Chief Executive Officer of the AMC shall ensure that the Fund complies with all the provisions of the Mutual Fund Regulations and the guidelines or circulars issued in relation thereto from time to time and that the investments made by the fund managers are in the interest of the unit holders and shall also be responsible for the overall risk management function of the mutual fund.
 - (9) The Chief Executive Officer shall also ensure that the AMC has adequate systems in place to ensure that the Code of Conduct for Fund Managers and Dealers specified in PART - B of the Fifth Schedule of Mutual Fund Regulations are adhered to in letter and spirit. Any breach of the said Code of Conduct shall be brought to the attention of the Board of Directors of the AMC and Trustees.
 - (10) The fund managers (whatever be the designation) shall ensure that the funds of the schemes are invested to achieve the objectives of the scheme and in the interest of the unit holders.
 - (11) The Fund Managers (whatever be the designation) shall abide by the Code of Conduct for Fund Managers and Dealers specified in PART - B of the Fifth Schedule of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and submit a quarterly self-certification to the Trustees that they have complied with the said code of conduct or list exceptions, if any.
 - (12) The Dealers (whatever be the designation) shall ensure that orders are executed on the best available terms, taking into account the relevant market at the time for transactions of the kind and size concerned to achieve the objectives of the scheme and in the best interest of all the unit holders.
 - (13) The Dealers (whatever be the designation) shall abide by the Code of Conduct for Fund Managers and Dealers specified in PART - B of the Fifth Schedule of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and submit a quarterly self-certification to the Trustees that they have complied with the said code of conduct or list exceptions, if any.
 - (14) The Board of Directors of the AMC shall ensure that all the activities of the Asset Management Company are in accordance with the provisions of these regulations.
 - (15) The AMC shall not through any broker associated with the Sponsor, purchase or sell securities, which is average of 5% or more of the aggregate purchases and sale of securities made by the Fund in all its scheme or as may be prescribed under Mutual Fund Regulations. Provided that for the purpose of this clause (15), aggregate purchase and sale of securities shall exclude sale and distribution of units issued by the Fund. Provided further that the aforesaid limit of 5% shall apply for a block of any 3 (three) months or as may be prescribed under the Mutual Fund Regulations.
 - (16) The AMC shall not purchase or sell securities through any broker (other than a broker referred to in clause (15) above) above which is average of 5% or more of the aggregate purchases and sale of securities made by the Fund in all its schemes, unless the AMC has recorded in writing the justification for exceeding the limit of 5% and reports of all such investments are sent to the Trustee on a quarterly basis. The aforesaid limit shall apply for a block of 3 (three) months.
 - (17) The AMC shall not utilize the services of the Sponsor or any of its associates, employees or their relatives, for the purpose of any securities transaction and distribution and sale of securities. Provided that the AMC may utilize such services if disclosure to that effect is made to the unit holders and the brokerage or commission paid is also disclosed in the half yearly and annual accounts of the Mutual Fund. Provided further that the Mutual Fund shall disclose at the time of declaring half yearly and yearly results:
 - (i) any underwriting obligations undertaken by the scheme for the Mutual Fund with respect to issue of securities of associate companies;
 - (ii) devolvement, if any;
 - (iii) subscription by the scheme in the issues lead managed by associate companies;
 - (iv) subscription to any issue of equity or debt on private placement basis where the Sponsor or its associate companies have acted as arranger or manager.
 - (18) The AMC shall file with the Trustee the details of transactions in securities by the key personnel of the AMC in their own names or on behalf of the AMC, and shall report to SEBI, as and when required by SEBI.
 - (19) In case the AMC enters into any securities transactions with any of its associates a report to that effect

- shall be sent to the Trustee at its next meeting.
- (20) In case any company has invested more than 5% of the NAV of a scheme or as may be prescribed under Mutual Fund Regulations the investment made by that scheme or by any other scheme in that company or its subsidiaries, shall be brought to the notice of the Trustee by AMC and be disclosed in the half yearly and annual accounts of the respective scheme with justification for such investment. The said disclosure will be made provided the latter investment has been made within 1 (one) year of the date of the former investment, calculated on either side.
 - (21) The AMC shall file with the Trustee and SEBI :-
 - (i) detailed bio-data of all its directors along with their interest in other companies within 15 (fifteen) days of their appointment;
 - (ii) any change in the interest of directors every six months; and
 - (iii) a quarterly report to the Trustee giving details and adequate justification about the purchase and sale of the securities of the group companies of the Sponsor or the AMC as the case may be by the Mutual Fund during the said quarter.
 - (22) Each director of the AMC shall file with the Trustee details of his/her transactions or dealings in securities of such value on a quarterly basis as may be specified under the Mutual Fund Regulations from time to time.
 - (23) The AMC shall not appoint any person as key personnel who has been found guilty of moral turpitude or convicted of any economic offence or involved in violation of securities laws.
 - (24) The AMC shall appoint registrars and transfer agents who are registered with SEBI.
 - (25) The AMC shall abide by the code of conduct as specified in Part-A of Fifth Schedule of the Mutual Fund Regulations.
 - (26) The AMC shall invest such amounts in such schemes of the mutual fund, based on the risks associated with the schemes, as may be specified by the Board from time to time. Further, the AMC shall not invest in any of its scheme, unless full disclosure of its intention to invest has been made in the offer documents, and the AMC shall not charge any fee on its investment in that scheme. Further, the mandated contributions made by the AMC in compliance with Regulation 28(4) and (5) shall not be withdrawn. However, such contribution shall be adjusted against investments required to be made by the AMC under clause 6.9.4 of the Master Circular.
 - (27) The AMC shall -
 - (i) not act as a trustee of any other mutual fund;
 - (ii) not undertake any other business activities except activities in the nature of management and advisory services to pooled assets including offshore funds, pension funds, provident funds, insurance funds, or such permitted foreign portfolio investors, if any of such activities are not in conflict with the activities of the Mutual Fund.
 Provided that the AMC may itself or through its subsidiaries undertake such activities if it satisfies SEBI that (i) bank and securities accounts are segregated activity wise; (ii) AMC shall meet capital adequacy requirements, if any, separately for each such activity and obtain separate approval, if necessary under the relevant regulations; (iii) there are no material conflict of interest across different activities carried out by the AMC; and (iv) it has/shall appoint separate fund managers for each separate fund managed by it unless the investment objectives and asset allocation are same and the portfolio is replicated across all the funds managed by a fund manager.
 Further, the AMC shall not invest in any of its scheme unless full disclosure of its intention to invest has been made in the in the offer documents. Provided that AMC shall not be entitled to charge any fees of its own investment in that scheme; The AMC shall not acquire any of the assets out of the scheme property which involves the assumption of any liability which is unlimited, or which may result in encumbrance of the scheme property in any way.
 - (28) The AMC shall not carry out its operations including trading desk, unit holder servicing and investment operations outside the territory of India.
 - (29) The AMC shall compute and carry out valuation of investments made by its scheme(s) in accordance with the investment valuation norms specified in the Eighth Schedule of the Mutual Fund Regulations and shall publish the same.
 - (30) The AMC and the Sponsor of the Fund shall be liable to compensate the affected investors and/or the scheme for any unfair treatment to any investor as a result of inappropriate valuation.
 - (31) The AMC shall report and disclose all the transactions in debt and money market securities, including

inter scheme transfers, as may be specified by the SEBI. The AMC may become proprietary trading member for carrying out trades in debt segment of a recognized stock exchange, on behalf of its mutual fund schemes and may also become a self-clearing member of the recognised clearing corporations to clear and settle trades in the debt segment on behalf of its mutual fund schemes.

- (32) The AMC for each scheme shall keep and maintain proper books of account, records and documents, for each scheme so as to explain its transactions and to disclose at any point of time the financial position of each scheme and in particular give a true and fair view of the state of affairs of the Mutual Fund and intimate to the SEBI the place where such books of account, records and documents are maintained. The AMC shall maintain and preserve its books of account, records and documents for such period as prescribed under SEBI MF Regulation.
- (33) The AMC and the Sponsor shall ensure that its net worth is maintained as per the Mutual Fund Regulation, and in case of any shortfall therein, shall ensure that it is brought back to the levels prescribed under the MF Regulations within the timelines prescribed by SEBI.
- (34) The AMC shall take steps to ensure that there are system level checks in place to prevent fraudulent transactions including front running by employees, form splitting/mis-selling by distributors etc.
- (35) The board of directors of the AMC shall exercise due diligence to ensure that before launch of any scheme, the AMC has:
 - a) Systems in place for its back office, dealing room and accounting;
 - b) appointing all key personnel including fund managers for the schemes and submitted their bio-data which shall contain the educational qualifications and past experience in the securities market with the Trustees, within fifteen days of their appointment;
 - c) appointed auditors to audit its accounts;
 - d) appointed a compliance officer who shall be responsible for monitoring the compliance of the SEBI Act 1992, rules and regulations, notifications, guidelines, instructions, etc., issued by SEBI or the Central Government and for redressal of investors grievances;
 - e) appointed an RTA registered under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and laid down parameters for their supervision;
 - f) prepared a compliance manual and designed internal control mechanisms including internal audit systems;
 - g) specified norms for empanelment of brokers and marketing agents;
 - h) obtained, wherever required under the applicable regulations, prior in principle approval from the recognised stock exchanges where units are proposed to be listed.
- (36) The board of directors of the AMC shall ensure that:
 - a) The AMC has been diligent in empaneling the brokers, in monitoring securities transactions with brokers and avoiding undue concentration of business with specific brokers;
 - b) The AMC has not given any undue or unfair advantage to any associate or dealt with any of the associate of the asset management company in any manner detrimental to the interest of the unit holders;
 - c) The transactions entered into by the AMC are in accordance with the SEBI (Mutual Funds) Regulations 1996 and the respective schemes;
 - d) The transactions of the Mutual Fund are in accordance with the provisions of the trust deed of Unifi Mutual Fund;
 - e) The net worth of the AMC is reviewed on a quarterly basis to ensure compliance with the threshold provided in clause (f) of sub-regulation (1) of regulation 21 of the SEBI (Mutual Funds) Regulations, 1996 on a continuous basis;
 - f) All service contracts including custody arrangements of the assets and transfer agency of the securities are executed in the interest of the unit holders;
 - g) There is no conflict of interest between the manner of deployment of the net worth of the asset management company and the interest of the unit holders;
 - h) The investor complaints received are periodically reviewed and redressed;
 - i) All service providers are holding appropriate registrations with SEBI or with the concerned regulatory authority;
 - j) Any special developments in the Mutual Fund are immediately reported to the Trustee Company;
 - k) There has been exercise of due diligence on the reports submitted by the AMC to the Trustee Company;

- l) There has been exercise of due diligence on such matters as may be specified by SEBI from time to time.
- (37) The Compliance Officer of the AMC shall independently and immediately report any non-compliance observed by him, to SEBI.
- (38) The AMC shall constitute a Unit Holder Protection Committee in the form and manner and with a mandate as may be specified by SEBI.
- (39) The AMC shall be responsible for calculation of any income due to be paid to the Mutual Fund and also any income received in the Mutual Fund, for the unit holders of any scheme of the Mutual Fund, in accordance with these regulations and the trust deed.
- (40) The AMC shall ensure that no change in the fundamental attributes of any scheme or the trust, fees and expenses payable or any other change which would modify the scheme and affect the interest of unit holders, shall be carried out unless,— (i) a written communication about the proposed change is sent to each unit holder and an advertisement is issued in one English daily newspaper having nationwide circulation as well as in a newspaper published in the language of region where the head office of the mutual fund is situated; and (ii) the unit holders are given an option to exit at the prevailing NAV without any exit load.
- (41) The AMC shall put in place an institutional mechanism, as may be specified by SEBI, for the identification and deterrence of potential market abuse including front-running and fraudulent transactions in securities.
- (42) The CEO/Managing Director and the Compliance Officer of the AMC shall be responsible and accountable for implementation of such an institutional mechanism for deterrence of potential market abuse, including front-running and fraudulent transactions in securities.
- (43) The AMC shall establish, implement and maintain a documented whistle blower policy that shall (a) provide for a confidential channel for employees, directors, trustees, and other stakeholders to raise concerns about suspected fraudulent, unfair or unethical practices, violations of regulatory or legal requirements or governance vulnerability, and (b) establish procedures to ensure adequate protection of the whistle blowers.
- (44) The AMC shall periodically review the folios of unit holders which do not contain all the KYC attributes / updated KYC attributes and ensure that the AMC takes remedial steps necessary for updating the KYC attributes.
- (45) The AMC shall provide an option of nomination to the unit holders in terms of Regulation 29A of the Mutual Fund Regulations.
- (46) The AMC shall follow the accounting policies and standards in accordance with Indian Accounting Standards (IND AS) and any addendum thereto as notified by the Companies (Indian Accounting Standards) Rules, 2015 and Ninth Schedule of the Mutual Fund Regulations and/or such other policies/standards as may be specified by SEBI from time to time, so as to provide appropriate details of the scheme wise disposition of the assets of the Fund at the relevant accounting date and the performance during that period together with information regarding distribution of accumulation of income accruing to the unit holders in a fair and true manner.
- (47) The AMC shall monitor the credit quality of the portfolio of securities and other financial instruments and assets and properties held by the Fund.
- (48) The AMC shall duly coordinate with any professional firm for third party assurance engaged by the Trustee including but not limited to audit firms, legal firms, merchant bankers etc. pursuant to the Trustee carrying out its non-core responsibilities, as have been specified under the Mutual Fund Regulation.
- (49) Except with the prior approval of the Trustee and if so required, from SEBI in writing, the AMC will ensure that the Fund shall not make or guarantee loans, nor shall they carry out at any time any activity which is in contravention of the Mutual Fund Regulations.
- (50) In cases where the Mutual Fund Regulations require seeking approval/consent of unit holders for any purpose, the AMC shall adopt any of the following alternative procedures as the AMC on the recommendation of the Trustee considers appropriate in the circumstances:
 - (a) Seeking approval/consent of the unit holders through postal ballot: This would entail seeking positive consent of the unit holders on the specific proposal by sending to the unit holders the necessary mailers and seeking their consent through return post/courier/fax as may be decided by the AMC. The AMC shall comply with the detailed guidelines laid down by the Trustee for the actual conduct and accomplishment of the postal ballot and announcement of its results.

- (b) The AMC may, with the approval of the Trustee, provide e-voting facility to seek approval from unit holders, in respect of those businesses which are transaction through postal ballot. Such e-voting shall be kept open for such period as specified, for unit holders to send their assent or dissent. The AMC shall continue to enable those unit holders, who do not have access to e-voting facility to send their assent or dissent in writing on a postal ballot pursuant to provisions of applicable laws and amendments thereto;
- (c) Seeking approval of the unit holders present and voting at a meeting to be specifically summoned by the AMC at the appointed day, date, time and venue: A notice convening such meeting shall be sent to the unit holders at least 21 working days prior to the appointed date setting out the proposals which would be voted on the scheduled meeting. Such notice shall also be published in two daily newspapers having circulation all over India, a vernacular newspaper circulating at the place where the Fund is formed. Voting of unit holders shall be conducted on a show of hand basis and/or on poll basis. The votes shall be counted as per one unit one vote and results shall be published in two daily newspapers having circulation all over India, a vernacular newspaper circulating at the place where the Fund is formed, within 45 days from the date of publication of notice convening the meeting. The AMC shall comply with the detailed guidelines laid down by the Trustee for the actual conduct and accomplishment of the voting at a meeting and announcement of its results; and
- (d) Seeking approval of the unit holders through such other manner as may be determined by the AMC with consultation with the Trustee, from time to time and in accordance with the Mutual Fund Regulations.
- (51) The designated employees of the AMC shall mandatorily invest in the schemes of the Mutual Fund as per the requirements prescribed under the Regulations.

4. Information on Key Personnel of the Asset Management Company:

Name	Designation	Age	Educational Qualification	Total No. of years of experience	Nature of past experience including assignments held during last 10 years
Mr. George Alexander	Chief Executive Officer	50	<ul style="list-style-type: none"> Bachelor of Engineering from Kerala University MBA from California State University 	21	<p>Mr. George currently holds the position of Whole Time Director and Chief Executive Officer of M/s. Unifi Asset Management Private Limited. He is responsible for overseeing the company's overall operations and for developing, implementing and evaluating business strategies.</p> <p>Earlier, Mr. George was associated with M/s. 360 One Distribution Services Limited as the Director- Practice head wherein he was responsible for managing and providing advisory support to private wealth clients on their investment portfolio.</p> <p>Earlier, as a Vice President in M/s. Morgan Stanley India Financial Services Private Limited.</p>

Name	Designation	Age	Educational Qualification	Total No. of years of experience	Nature of past experience including assignments held during last 10 years
					Mr. George was also a part of M/s. HSBC Bank in the capacity of Vice President, Private Banking.
Mr. Saravanan V.N	Chief Investment Officer	45	<ul style="list-style-type: none"> • B. Com • Chartered Accountant (ICAI) 	24	<p>Mr. Saravanan holds the position of Chief Investment Officer in M/s. Unifi Asset Management Private Limited.</p> <p>Saravanan has about 24 years of financial services experience and has been associated with the Unifi group since August 2006.</p> <p>He has 12 years of fund management experience in managing both equity and debt AIFs launched by Unifi Capital. He has independently managed the multi asset class Unifi High Yield Fund (monthly open-ended Category III AIF) from April 2013 to July 2024 and co-managed the Unifi Blend & BCAD equity AIFs (Cat III) from Feb 2019 to March 2024.</p> <p>He has 7 years of equity research experience at Unifi Capital from August 2006 to March 2013 specifically covering Pharmaceuticals, Specialty Chemicals, Banks and NBFCs and providing sector & company specific recommendations to the equity fund management team.</p> <p>Prior to joining Unifi group, he worked for ICICI Bank, Aithent technologies and PWC in their compliance, risk management and audit departments, respectively.</p>
Mr. R. Venkat Raman	Head of Operations	32	<ul style="list-style-type: none"> • B.Com • Chartered Accountant (ICAI) 	08	Mr. Venkat currently holds the position of Head of Operations in M/s. Unifi Asset Management Private Limited. He is responsible for overall operations including review of R&TA, Banking, Custody & Fund Accounting Operations. Mr. Venkat was instrumental in setting up the Mutual Fund

Name	Designation	Age	Educational Qualification	Total No. of years of experience	Nature of past experience including assignments held during last 10 years
					<p>Operations.</p> <p>Earlier, Mr. Venkat was part of M/s. Sundaram Asset Management Company Limited as Senior Manager- Operations wherein he was responsible for review of Fund Accounting, R&TA operations, compliance, Banking & Custody.</p>
Mr. Partha Roy	Chief Compliance Officer	46	<ul style="list-style-type: none"> • B.Com. • Chartered Accountant (ICAI) 	19	<p>Mr. Partha currently holds the position of Chief Compliance Officer of M/s. Unifi Asset Management Private Limited. He is responsible for overall compliance and implementation and monitoring of Internal Control mechanism of Unifi Asset Management.</p> <p>Earlier, Mr. Partha was part of M/s. Kotak Mahindra Asset Management Company Limited as an Associated Vice President-Compliance wherein he was responsible for supervision of Mutual Fund, AIF and PMS related compliance aspects.</p> <p>Mr. Partha was also associated with M/s. Tata Asset Management Private Limited as the Senior Manager-Compliance. He was responsible for monitoring of Compliance of the SEBI (Mutual Funds) Regulation and also timely reporting to SEBI, AMFI. He was also Compliance Officer for Tata AIF and PMS Operations.</p>
Mr. Arun Kumar	Chief Risk Officer	34	<ul style="list-style-type: none"> • B.Com • Chartered Accountant (ICAI) 	10	<p>Mr. Arun is currently the Chief Risk Officer at Unifi Asset Management Private Limited. In this role, he guides various departments in assessing, mitigating, managing, and responding to risks.</p> <p>Previously, Mr. Arun served as Assistant Vice President - Projects at Unifi Capital Private</p>

Name	Designation	Age	Educational Qualification	Total No. of years of experience	Nature of past experience including assignments held during last 10 years
					<p>Limited. In this capacity, he oversaw initiatives and processes designed to enhance operational efficiency and manage process risks across departments.</p> <p>In his previous position as Senior Manager - Research & Fund Management at Unifi Capital Private Limited, he supported the Fund Manager in overseeing a Category III High Yield AIF. His responsibilities included conducting in-depth research and due diligence on fixed income, event arbitrage, REITs, and INVITs; preparing detailed reports with investment recommendations; presenting these reports to the Fund Manager and Investment Committee; and post-investment monitoring.</p> <p>Additionally, Mr. Arun served as Deputy Manager at Essel Finance VKC Forex Limited, where he reported directly to the CFO. His responsibilities included preparing monthly MIS reports, conducting segment reporting, developing cash flow strategies, designing new business processes, managing the general ledger and audits, and collaborating on ERP implementation.</p>
Mr. Sundaresh Sivasankarapillai	Chief Information Security Officer (CISO)	50	<ul style="list-style-type: none"> • Diploma in .Electronics Communication & Engineering • Executive MBA - IT 	28	<p>Mr. Sundaresh currently holds the position of Chief Information Security Officer in M/s. Unifi Asset Management Private Limited. He is responsible for Developing Security Strategies, Establishing IT policies and Procedures, Risk Management and overseeing security operations.</p> <p>Earlier, Mr. Sundaresh was part of M/s. Northern Arc Capital as</p>

Name	Designation	Age	Educational Qualification	Total No. of years of experience	Nature of past experience including assignments held during last 10 years
					<p>Vice President-IT wherein he was responsible for creating new IT policy, procedure and process document for the Company as per RBI guidelines .</p> <p>Mr. Sundaresh was also associated with M/s. Intellect Design Arena Limited wherein he was responsible for managing IT infrastructure, taking care of data center, validation of assets and maintaining SLA.</p>
Mr. Suresh Kumar N.K.	Investor Relations Officer	59	<ul style="list-style-type: none"> • B. Com 	30	<p>Mr. Suresh currently holds the position of Investor Relations Officer of M/s. Unifi Asset Management Private Limited. He is responsible for overall customer services and grievance handling.</p> <p>Previously, Mr. Suresh worked at M/s. Standard Chartered Bank as the Global Account Manager for Financial Institutions (Insurance Pan India) and Relationship Manager for the Southern Region.</p> <p>Earlier in his career at Standard Chartered Bank, Mr. Suresh managed a team focused on Retail and HNI client segments, offering wealth management solutions. He was also involved in establishing new retail branches and driving institutional business growth for the bank.</p>
Mr. Aejas Lakhani	Equity Fund Manager	37	<ul style="list-style-type: none"> • MA (Economics) • M. Com • MBA 	13	<p>Aejas Lakhani is the Equity Fund Manager . He has 13 years of experience across fund management, equity research, governance advisory and investment banking.</p> <p>He has 4 years of Fund Management and Research experience in Unifi Capital wherein he managed the consumption themed equity PMS Scheme. He was also tracking sectors such as pharma,</p>

Name	Designation	Age	Educational Qualification	Total No. of years of experience	Nature of past experience including assignments held during last 10 years
					<p>logistics, retail and capital markets.</p> <p>Earlier he has worked as an Analyst in the Institutional Investor Advisory Services, SEBI registered proxy advisory firm.</p> <p>Prior to that, he was associated with Edelweiss Asset Management Limited as the lead analyst for over 40% of the portfolio companies across diverse sectors.</p>
Mr. Karthik Srinivas	Debt Fund Manager	32	<ul style="list-style-type: none"> Chartered Accountant (ICAI) CFA 	10	<p>Karthik is the Debt Fund Manager at Unifi Asset Management Private Limited.</p> <p>Karthik will be managing the debt portfolio of the scheme. He comes with about 10 years of financial services experience across fund management, research, audit and taxation.</p> <p>He has 3 years of fund management and debt markets research in Unifi Capital wherein he co-managed the debt-oriented Cat III Alternative Investment Fund. He was also responsible for identifying investment opportunities, evaluation and monitoring.</p> <p>Earlier, he was part of The Sanmar Group, working in their Founders' Office, focusing on growth strategy and financing initiatives, and was part of the IPO process of a group company. Prior to that, he was with Deloitte in their Risk Advisory practice.</p>
Mr. Selva Kumar	Dealer	35	<ul style="list-style-type: none"> B.Sc in Mathematics 	11	<p>Mr. Selva Kumar currently holds the position of Dealer in M/s. Unifi Asset Management Private Limited. He is responsible to liaison with brokers and seek best execution trades. He reports to the Chief Investment Officer.</p> <p>Earlier, Mr. Selva Kumar was</p>

Name	Designation	Age	Educational Qualification	Total No. of years of experience	Nature of past experience including assignments held during last 10 years
					<p>part of M/s. Unifi Capital Private Limited as Dealer (Portfolio Management Services) wherein he was responsible for handling trade allocation in wealth spectrum for PMS cash segment.</p> <p>Prior to that, Mr. Selva Kumar was part of M/s. Trustline Holdings Private Limited as Dealer (Portfolio Management Services).</p> <p>Mr. Selva Kumar was also part of M/s. SKY Commodities India Private Limited as Team Leader wherein he was responsible for managing client portfolios. Mr. Selva Kumar has also worked with M/s. Alice Blue Securities & Commodities Private Limited as Relationship Manager.</p>

All the key personnel are based at the Registered Office/Corporate Office of the AMC.

5. Procedure and Recording of Investment Decisions:

All investment decisions relating to the scheme/s, will be undertaken by the AMC in accordance with the Mutual Fund Regulations, the investment objectives specified in the Scheme Information Documents and the Investment Policy of the AMC. All investment decisions taken by the AMC relating to the schemes will be recorded.

A detailed report will be made before taking any decision to invest in a company/issuer for the first time. Individual scrip-wise reasons will be recorded by the fund manager at the time of placing individual orders. The performance of the schemes will be periodically tabled before the boards of the AMC and the Trustee respectively. The performance of the schemes vis-à-vis their respective benchmark indices will be periodically monitored by the boards of the Trustee and the AMC. Further, the respective boards of the Trustee and AMC will also review the performance of the schemes in the light of the performance of the peer schemes in the industry.

The AMC shall lay down parameters and procedures for taking investment decisions, broaden investment policy for the schemes, review the policy and review the portfolio and performance of the schemes.

The AMC has appointed an Investment Committee (IC"). The Investment committee comprises of Chief Executive Officer, Chief Investment Officer, Risk Officer, Head of Compliance . The IC shall hold periodic meetings for a review of investment activities of mutual fund schemes, review of portfolio holdings, review of scheme performances etc. However, the day-to-day investment management decision will be taken by fund managers of the respective scheme. The Investment Committee would monitor the risk parameters in each scheme to ensure that the investment limits are properly observed. Further, Investment Committee may from time to time define internal norms for the scheme.

In case of equity, investment universe will be approved by the Investment Committee comprising of Chief Investment Officer and Equity Fund Managers. In case of Fixed Income Securities, investment universe will be approved by Chief Investment Officer, Fund managers, Credit analyst. In case of equity, stock selection will be based on various criteria but not limited to business fundamentals, management quality, valuations, stock liquidity, benchmark weight etc. In case of fixed income, issues are approved based on internal rating criteria based on business fundamentals, financial analysis, macro environment, management quality to

evaluate corporate governance standards, etc.

The chief executive officer of AMC shall *inter alia* ensure that the investments made by the fund managers are in the interest of the unitholders. The fund manager shall ensure that the funds of the scheme(s) are invested in line with the investment objective of the scheme(s) and in the interest of the unitholders.

6.Risk Management Function

The Risk Management Function is driven by Master Circular issued by SEBI dated June 27, 2024, which lays down broad framework for Risk Management which includes:

- Governance and Organization
- Identification of Risks
- Measurement and Management of Risks

Reporting of Risks

Unifi AMC will manage the Risk Management Function through:

- Board appointed Risk Management Committee (RMC) of AMC
- Board appointed Risk Management Committee (RMC) of Trustee

III. Service Providers

<p><u>Custodian</u></p> <p>Name: HDFC Bank Limited</p> <p>Address:</p> <p>Registered Office: HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai, Maharashtra, 400013.</p> <p>Correspondence Address: Custody Services. i-Think Techno Campus, Opp. Bldg. Alpha, 8th Floor, Opp. Crompton Greaves. Kanjurmarg (East), Mumbai, Maharashtra, 400042.</p> <p>SEBI Registration No.: IN/CUS/001xxx</p> <p>In addition, HDFC Bank will also provide professional clearing member services for futures and options for all the schemes.</p>
<p><u>Registrar & Transfer Agent ("Registrar"/ "RTA")</u></p> <p>Name: Computer Age Management Services Limited</p> <p>Address: Registered Office - New No 10. Old No. 178, Opp. to Hotel Palm Grove, MGR Salai (K.H. Road), Chennai - 600 034.</p> <p>SEBI Registration No.: INR000002813</p> <p>The Board of the Trustee and AMC have ensured that RTA has adequate capacity to discharge responsibilities with regard to processing of applications and dispatching unit certificates to unitholders within the time limit prescribed in the Mutual Fund Regulations and also has sufficient capacity to handle investor complaints.</p>
<p><u>Statutory Auditor for Unifi Mutual Fund</u></p> <p>Name: Suri & Co. Chartered Accountants</p> <p>Address: The Ruby, 12th Floor, Senapati Bapat Marg, Dadar West, Mumbai - 400 028</p>
<p><u>Legal Counsel</u></p> <p>Name: The AMC will appoint appropriate legal counsel on case to case basis.</p> <p>The AMC and Trustee avail the services of experienced and renowned legal firms, as and when required depending upon the subject matter.</p>
<p><u>Fund Accountant</u></p> <p>Name: HDFC Bank Limited</p> <p>Address: HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai, Maharashtra, 400013.</p>
<p><u>Collecting Bankers</u></p> <p>HDFC Bank Limited SEBI Registration - INBI00000063 Address - HDFC Bank House, Senapati Bapat Marg, Lower Parel(W), Mumbai - 400 013</p> <p>ICICI Bank Limited SEBI Registration - INBI00000004 Address- ICICI Bank ICICI Centre, 163, H.T. Parekh Marg, Backbay Reclamation, Churchgate, Mumbai-400020.</p> <p>Kotak Mahindra Bank Limited SEBI Registration- INBI00000927 Address- Kotak Bank, C-12, G Block, University of Mumbai, Vidya Nagari, Bandra Kurla Complex, Bandra (East) Mumbai- 400051</p> <p>The above list of Collecting Banker is indicative and not exhaustive. The AMC reserves the right to change/modify the list of collecting bankers and appoint other banks as collecting bankers from time to time subject to such banks being registered with SEBI as Collecting Bankers.</p>

IV. CONDENSED FINANCIAL INFORMATION (CFI)

M/s. Unifi Asset Management Private Limited is in process of launching its schemes, Hence the information required as below is Not Applicable.

Historical per unit statistics	Scheme Name		
	2023-2024	2022-2023	2021-2022
NAV at the beginning of the year (as on April 01)	NA	NA	NA
Dividends	NA	NA	NA
NAV at the end of the year (as on March 31)	NA	NA	NA
Annualized return	NA	NA	NA
Net Assets end of period (Rs. Crs.)	NA	NA	NA
Ratio of recurring expenses to net assets	NA	NA	NA

V. RISK FACTORS

1. Standard Risk Factors

a. Standard Risk Factors for investments in Mutual Fund

- Investment in Mutual Fund Units involves investment risks such as trading volumes, settlement risk, liquidity risk, default risk including the possible loss of principal.
- As the price / value / interest rates of the securities in which the scheme invests fluctuates, the value of your investment in the scheme may go up or down.
- Mutual Fund investments are subject to market risks, read all scheme-related documents carefully.
- Mutual Funds and securities investments are subject to market risks and there can be no assurance and no guarantee that the Scheme will achieve its objective.
- As with any investment in stocks, shares and securities, the NAV of the Units under this Scheme can go up or down, depending on the factors and forces affecting capital markets, in general, such as, but not limited to, changes in interest rates, currency exchange rates, changes in Government policies, taxation, political, economic or other development and increased volatility in the stock and bond market..
- Past performance of the Schemes, the Sponsors or its Group / Affiliates / AMC / Mutual Fund is not indicative of and does not guarantee the future performance of the Scheme.
- Investment in equity and equity related securities including option contracts involve high degree of risks and investors should not invest in the schemes unless they can afford to take the risk of losing their investment.
- The sponsors are not responsible or liable for any loss resulting from the operations of the scheme beyond the initial contribution of Rs. 1 lakh made by them towards setting up of the mutual fund.
- The name of the Scheme does not in any manner indicate either the quality of the Scheme, its future prospects or the returns. Investors therefore are urged to study the terms of the Offer carefully and consult their Tax and Investment Advisor before they invest in the/any Scheme
- Growth, appreciation, IDCW and income, if any, referred to in this Scheme Information Document are subject to the tax laws and other fiscal enactments as they exist from time to time.
- The NAVs of the Scheme may be affected by changes in the general market conditions, factors and forces affecting capital market, in particular, level of interest rates, various market-related factors, trading volumes, settlement periods and transfer procedures.
- IDCW, if any are/will be subject to the availability of distributable surplus of the Scheme.
- Investment decisions made by the AMC may not always be profitable.

Additional Risks:

Cybersecurity Risk: The Scheme(s) are susceptible to operational, information security and related “cyber” risks both directly and through external stakeholders. Similar types of cybersecurity risks are also present for issuers of securities in which the Scheme invests, which could result in material adverse consequences for such issuers and may cause the Scheme’s investment in such issuers to lose value. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber incidents include, but are not limited to, gaining unauthorized access to digital systems (e.g., through “hacking” or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyberattacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make network services unavailable to intended users). Geopolitical tensions may increase the scale and sophistication of deliberate attacks, particularly those from nation states or from entities with nation-state backing. Cybersecurity failures by, or breaches of, the systems of the external stakeholders (including, but not limited to, index and benchmark providers, fund accountants, custodians, RTA, etc.), have the ability to cause disruptions and impact business operations.

While there may be business continuity plans in the event of, and risk management systems to prevent, such cyber incidents, there are inherent limitations in such plans and systems, including the

possibility that certain risks have not been identified, that prevention and remediation efforts will not be successful or that cyberattacks will go undetected.

b. Additional Geopolitical Risk Factors for investors

1. Political Risk:

Political risk refers to the potential adverse effects on the returns of investments by political changes within a country's political structure, instability in its political climate or corrupt practices. Any changes in the govt regulations and policies could also affect the returns from the investments. Action or inaction of any of the Government, central or state or local, may have significant impact on the Indian economy, which could affect companies, general business and market conditions, prices and yields of securities in which the scheme(s) invest. The occurrence of external tension could also affect the political and economic stability of India and consequently have an impact on securities invested.

2. Economic Risk

A slowdown in economic growth or macroeconomic imbalances such as the increase in central and state level fiscal deficits may adversely affect investment in the country. The underlying growth in the economy is expected to have a direct impact on the volume of new investments in the country.

3. Foreign Currency Risk

The Schemes of Unifi Mutual Fund is dominated in Indian Rupees (INR) only. The INR value when converted into any foreign currency by overseas investors could be lower on account of currency movements. In the event of capital and exchange controls are imposed by the government authorities, it would prevent foreign investor's ability to convert INR into foreign currency and /or transfer outside India. The convertibility and transferability of INR proceeds into their home currency is the sole responsibility of the foreign investors.

Unifi AMC does not manage currency risk for foreign investors and it is the sole responsibility of the foreign investor to manage or reduce currency risk on their own. The Sponsor/Fund/Trustee/AMC are not liable for any loss arising to the foreign investors from such currency risks.

4. Risk of substantial redemption

The Scheme(s), at times, may receive large number of redemption requests leading to asset-liability mismatch and the fund manager would be required to effect distress sale of the securities leading to lower realization of profits, realignment of the portfolio and thus consequentially resulting investing lower yielding instructions.

Further, the liquidity of investments in the scheme may be restricted by trading volumes and settlement periods. Settlement may extended significantly by unforeseen circumstances beyond the influence of the AMC. The inability of the scheme to sell intended securities due to liquidity and settlement problems, could thus cause delay for processing the large number of redemption requests.

The Trustee, in the general interest of the Unit holders of the Schemes offered under this SID and keeping in view of the unforeseen circumstances/unusual conditions, may limit the total number of units which can be redeemed on any business day depending on the total saleable securities in the scheme.

**c. Risk factors of not maintaining average AUM of Rs. 20 crores on half yearly rolling basis
(Applicable only for open ended debt oriented schemes)**

As per clause 6.12.2.2 of SEBI Master Circular for Mutual Fund dated 27th June 2024, an average AUM of 20 crore on half yearly rolling basis shall be maintained for open ended debt oriented schemes. In case the average AUM of the open ended debt oriented schemes falls below the above stipulated amount, the AMC shall scale up the AUM of such scheme within a period of six months so as to comply with the above requirement, failing which the provisions of Regulation 39 (2) (c) of SEBI (Mutual Funds) Regulations, 1996 would become applicable.

d. Risks associated with different derivative strategies

AMC may use various derivative instruments, from time to time, in an attempt to protect or hedge the portfolio values.

- Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investors. Execution of such strategies depends upon the ability of the Fund Manager to identify such opportunities. Identification and execution of the strategies to be pursued by the Fund Manager involved uncertainty and decision of Fund Manager may not always be profitable. No assurance can be given that the Fund Manager will be able to identify or execute such strategies.
- Derivative products are specialized instruments that require investment techniques and risk analysis different from those associated with stocks and bonds. Derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative add to the portfolio and the ability to forecast price of securities being hedged and interest rate movements correctly. There is a possibility that a loss may be sustained by the portfolio as a result of the failure of another party (usually referred to as the “counterparty”) to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mis-pricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices.
- The risks associated with the use of derivatives are different from or possibly greater than the risks associated with investing directly in securities and other traditional investments.
- The schemes may invest in floating rate instruments and / or interest rate derivatives. The duration of these instruments is linked to the interest rate reset period. The interest rate risk in a floating rate instrument or in a fixed rate instrument hedged with derivatives is likely to be less than that in an equivalent maturity fixed rate instrument. Under some market circumstances the volatility may be of an order greater than what may ordinarily be expected considering only its duration. Hence investors are recommended to consider the unadjusted portfolio maturity of the scheme as well and exercise adequate due diligence when deciding to make their investments
- The Scheme may face execution risk, whereby the rates seen on the screen may not be the rate at which the ultimate execution of the derivative transaction takes place.
- The Scheme may find it difficult or impossible to execute derivative transactions in certain circumstances. For example, when there are insufficient bids or suspension of trading due to price limit or circuit breakers, the Scheme may face a liquidity issue.
- Investments in index futures face the same risk as the investments in a portfolio of shares representing an index. The extent of loss is the same as in the underlying stocks.
- The Scheme bears a risk that it may not be able to correctly forecast future market trends or the value of assets, indices or other financial or economic factors in establishing derivative positions for the Scheme.

- There is the possibility that a loss may be sustained by the portfolio as a result of the failure of another party (usually referred to as the "counter party") to comply with the terms of the derivatives contract. The counter party may default on a transaction before settlement and therefore, the Scheme is compelled to negotiate with another counterparty at the then prevailing (possibly unfavorable) market price.
- The risk of loss in trading futures contracts can be substantial, because of the low margin deposits required, the extremely high degree of leverage involved in futures pricing and the potential high volatility of the futures markets.
- Where derivatives are used for hedging, such use may involve a basis risk where the instrument used as a hedge does not match the movement in the instrument/underlying asset being hedged. The risk may be interrelated also e.g., interest rate movements can affect equity prices, which could influence specific issuer/industry assets.
- Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices.

Risks specific to certain derivative strategies are highlighted below:

(i) Risk Factors of SWAP/Forward Rate Agreement (FRAs)/Interest Rate Futures (IRFs)

Credit Risk: The credit risk in derivative transaction is the risk that the counter party will default on its obligations and is generally low, as there is no exchange of principal amounts in a derivative transaction.

Market Risk: Market movements may adversely affect the pricing and settlement of derivatives.

Illiquidity Risk: This is the risk that a derivative cannot be sold or purchased quickly enough at a fair price, due to lack of liquidity in the market. (ii) **Basis Risk** associated with imperfect hedging using

(ii) Interest Rate Futures (IRF):

The imperfect correlation between the prices of securities in the portfolio and the IRF contract used to hedge part of the portfolio leads to basis risk. Thus, the loss on the portfolio may not exactly match the gain from the hedge position entered using the IRF.

(iii) Risk pertaining to covered call strategy: Incorrectly pricing the option premium before writing the covered call by ignoring factors which determine pricing like number of days to expiry, adjustment with respect to announced corporate actions like dividend etc.

(iv) Risk pertaining to Basic Structure of an Index Future:

RISKS associated with index future strategy:

The strategy of taking a long position in index futures increases the exposure to the market. The long position is positively correlated with the market. However, there is no assurance that the stocks in the portfolio and the index behave in the same manner and thus this strategy may not provide gains perfectly aligned to the movement in the index.

The long position will have as much loss/gain as in the Underlying Index. e.g. if the index appreciates by 10%, the index future value rises by 10%. However, this is true only for futures contracts held till maturity. In the event that a futures contract is closed out before its expiry, the quoted price of the futures contract may be different from the gain/loss due to the movement of the Underlying Index. This is called the basis risk.

While futures markets are typically more liquid than the underlying cash market, there can be no

assurance that ready liquidity would exist at all points in time, for the Scheme to purchase or close out a specific futures contract.

Risk pertaining to strategy of Downside Protection Using Stock Put:

There can be no assurance that ready liquidity would exist at all points in time, for the scheme to purchase or close out a specific options contract.

A hedging strategy using Put Options is a perfect hedge on the expiration date of the put option. On other days, there may be (temporary) imperfect correlation between the share price and the put option.

Risk pertaining to using Call option on Index to increase percentage investment in equities:

The strategy of taking a long position in index call option increases the exposure to the market. The long position is positively correlated with the market. However, there is no assurance that the stocks in the portfolio and the index behave in the same manner and thus this strategy may not provide gains perfectly aligned to the movement in the index.

The risk/downside, if the market falls/remains flat is only limited to the option premium paid.

The long position will have as much loss/gain as in the Underlying Index. For e.g. if the index appreciates by 10%, the index options value rises by 10%. However, this is true only for options held till maturity.

While option markets are typically less liquid than the underlying cash market, hence there can be no assurance that ready liquidity would exist at all points in time, for the Scheme to purchase or close out a specific contract.

Risk pertaining to using Put option on Index to minimize downside in equities.

The strategy of taking a long position in index put option hedges a portfolio of long only stocks/funds against potential markets falls. The long position in the put option is negatively correlated with the market. However, there is no assurance that the stocks in the portfolio and the index behave in the same manner and thus this strategy may not provide gains perfectly aligned to the movement in the index.

The risk/downside, if the index remains above the strike price is only limited to the option premium paid. The premium paid is the maximum downside to the portfolio. There is positive return in the put strategy only if the index falls below the strike price.

The long position will have as much loss/gain as the reverse of the Underlying Index. For e.g. if the index depreciates by 10%, the index options value rises by 10%. However, this is true only for options held till maturity.

While option markets are typically less liquid than the underlying cash market, there can be no assurance that ready liquidity would exist at all points in time, for the Scheme to purchase or close out a specific contract.

d. Other risk factors:

(i) Swing Pricing:

As per SEBI provision 4.10 of SEBI Master Circular on Mutual Funds dated June 27, 2024 , Swing pricing framework is applicable to open ended debt mutual fund schemes (except overnight funds, Gilt funds and Gilt with 10-year maturity funds).

Swing Pricing refers to a process for adjusting a funds net asset value (NAV) to effectively pass on the transaction costs stemming from net capital activity (i.e. flows into or out of a scheme) to the investor

associated with that activity. This will ensure fairness of treatment of all investors i.e. whether entering, exiting or remain invested in the scheme, particularly during the market dislocation.

When the Swing Framework is triggered and swing factor is made applicable, both the incoming (unit holders who submit purchase/switch-in requests) and outgoing investors (unit holders who submit redemption/switch out requests) shall get NAV adjusted downwards for swing factor. Swing pricing shall be made applicable to all unitholders at PAN level with an exemption for redemptions up to Rs. 2 lacs for each scheme.

Mandatory Swing pricing during market dislocation

The swing pricing framework will be made applicable only for scenarios related to net outflows from the scheme. Swing pricing will be mandatory during the period of market dislocation announced by SEBI. Once market dislocation is declared, it will be notified by SEBI that swing pricing will be applicable for a specified period. The provision of swing pricing for market dislocation shall be applicable in terms of provision no. 4.10.4 of SEBI Master circular on Mutual Fund dated June 27, 2024, and Classified themselves in any of the cell A-III, B-II, B-III, C-I, C-II and C-III of Potential Risk Class (PRC) Matrix in terms of provision no. 4.10.4.3 of SEBI Master circular on Mutual Fund dated June 27, 2024 or as guided by SEBI/AMFI from time to time.

Mandatory swing factor will be applied on redemption and subscription transactions in the scheme during market dislocation period announced by SEBI as per Minimum swing factors disclosed in the Scheme Information Document of the Scheme. When swing pricing framework is triggered and swing factor is made applicable, both the incoming and outgoing investors shall get NAV adjusted for swing factor.

Risk factors associated with processing of transaction through Stock Exchange Mechanism

The trading mechanism introduced by the Stock Exchange(s) is configured to accept and process transactions for mutual fund Units in both Physical and Demat Form. The allotment and/or redemption of Units through NSE and/or BSE or any other recognised Stock Exchange(s), on any Business Day will depend upon the modalities of processing viz. collection of application form, order processing/settlement, etc. upon which the Fund has no control. Moreover, transactions conducted through the Stock Exchange mechanism shall be governed by the operating guidelines and directives issued by respective recognized Stock Exchange(s).

(ii) Investment in Corporate Debt Market Development Fund (CDMDF):

CDMDF is set up as a scheme of the Trust registered as an Alternative Investment Fund ('AIF') in accordance with the SEBI (Alternative Investment Funds) Regulations, 2012 ("AIF Regulations"). The objective of the CDMDF is to help to develop the corporate debt market by providing backstop facilities to instill confidence amongst the market participants in the corporate debt/bond market during times of market dislocation and to enhance the secondary market liquidity. In times of market dislocation, CDMDF shall purchase and hold eligible corporate debt securities from the participating investors i.e. Specified Debt-oriented schemes (i.e. Open-ended Debt oriented Mutual Fund schemes excluding Overnight funds, Gilt fund, Gilt Fund with 10 year constant maturity, Index funds, ETFs and including Conservative Hybrid funds (hereinafter referred to as 'Specified Schemes')) and sell as markets recover.

CDMDF will thus act as a key enabler for facilitating liquidity in the corporate debt market and to respond quickly in times of market dislocation. The trigger and period for which the backstop facility will be open shall be as decided by SEBI. Thus, this backstop facility will help fund managers of the Scheme to generate better liquidity during market dislocation to help the schemes fulfil liquidity obligations under stress situation. In accordance with the requirement of Regulation 43A of SEBI (Mutual Funds) Regulations, 1996 read with SEBI circular no. SEBI/HO/IMD/PoD2/P/CIR/2023/129 dated July 27, 2023, as may be amended from time to time, on Investment by Mutual Fund Schemes in units of CDMDF, the applicable scheme shall invest (as initial contribution) 25 bps of its AUM, in the units

of the Corporate Debt Market Development Fund ('CDMDF'). An incremental contribution to CDMDF shall be made every six months (i.e. at the end of half year ended June and December) at the prevalent NAV of the respective Class Units to ensure 25 bps of scheme's AUM is invested in units of CDMDF. However, if AUM decreases there shall be no return or redemption of units from CDMDF.

Contribution made to CDMDF, including the appreciations on the same, if any, shall be locked in till winding up of the CDMDF. The investments in CDMDF units shall not be considered as violation while considering maturity restriction as applicable for various purposes (including applicable Investment limits) and the calculations of Potential Risk Class (PRC) Matrix, Risk-o-meter, Stress testing and Duration for various purposes shall be done after excluding investments in units of CDMDF.

CDMDF shall not be considered as an "associate" of the Unifi Mutual Fund and investment made in units of CDMDF in accordance with this circular shall not be considered as investment in associate or group company of Unifi Mutual Fund. Contribution made to CDMDF, including the appreciations on the same, if any, shall be locked in till winding up of the CDMDF.

(iii) Liquidity Risk Management (LRM)

The Investment Manager adopts the Liquidity Risk Management framework mandated for open ended debt schemes by SEBI and AMFI which helps estimates liquidity requirement by determining liquidity risk arising from the liability side and tries to cover all potential liquidity risk scenarios up to agreed confidence interval and has mandated remedial measures both for managing the risk on an ongoing basis (LRaR & LCRaR) as well as action plan in case there is a difference between actual outcome and projected outcome. Investors are advised to refer to the AMFI best practice circular 135/ BP/93/ 2021-22 dated July 24, 2021 and subsequent circulars for detailed understanding on the Liquidity Risk Management Framework. Further Investment manager also evaluates and monitors the Asset Liability Mismatch (ALM) which addresses the gap in the estimated potential liquidity requirement over a 90-day period and schemes investment / assets liquidity to meet the potential requirement and assesses that the scheme has necessary liquidity to meet its liability obligations. For asset allocation limits (applicable for following category of schemes in terms of SEBI circular on 'Categorization and Rationalization of Mutual Fund Schemes': Banking and PSU Bond Fund, Floater Fund, Credit Risk Fund and Corporate Bond Funds scheme categories) the base shall be considered as Net assets excluding the extent of minimum stipulated liquid assets.

Investors may note that the minimum investment made by the schemes pursuant to the circular / regulation in compliance with the Corporate Debt Market Development Fund (CDMDF) circular & Liquidity Risk Management framework (LRM) circular mandated by the SEBI may not perform in line with other investment and the investment objective of the schemes and the AMC will not have the option to alter the said investments.

(iv) Potential Risk Matrix (PRC) & Risk-o-meter

Investors are requested to review this scheme's Potential Risk Matrix (PRC) to understand the maximum risk that this scheme will run as per design and & Risk-o-meter to understand periodical measurement of that risk on a regular basis. Investors are suggested to read about various disclosures under the section "PERIODIC DISCLOSURES" pertaining to "Potential Risk Class Matrix" & "Risk-o-meter" to understand in detail the disclosure frequency and remedial measures in case of breaches in the boundaries.

(v) Changes in the tax laws

The tax benefits described in the Scheme Information Document and Statement of Additional Information are as available under the present taxation laws and are available subject to relevant conditions. The information given is included only for general purpose and is based on advise received by the AMC regarding the law and practice currently in force in India and the Unit holders should be aware that the relevant fiscal rules or their interpretation may change. As is the case with any

investment, there can be no guarantee that the tax position or the proposed tax position prevailing at the time of an investment in any of the Scheme will endure indefinitely. In view of the individual nature of tax consequences, each Unit holder is advised to consult his/her own professional tax advisor.

2. Special Considerations

- (i) Prospective investors should review/study SAI along with SID carefully and in its entirety and shall not construe the contents hereof or regard the summaries contained herein as advice relating to legal, taxation, or financial/investment matters and are advised to consult their own professional advisor(s) as to the legal or any other requirements or restrictions relating to the subscriptions, gifting, acquisition, holding, disposal (sale, transfer, switch or redemption or conversion into money) of units and to the treatment of income (if any), capitalization, capital gains, any distribution, and other tax consequences relevant to their subscription, acquisition, holding, capitalization, disposal (sale, transfer, switch or redemption or conversion into money) of units within their jurisdiction/nationality, residence, domicile etc. or under the laws of any jurisdiction to which they or any managed Funds to be used to purchase/gift units are subject, and also to determine possible legal, tax, financial or other consequences of subscribing/gifting to, purchasing or holding units before making an application for units.

Neither the SID and SAI, nor the units have been registered in any jurisdiction outside of India, including the United States of America nor in any provincial/ territorial jurisdiction in Canada.. The distribution of the SID/SAI in certain jurisdictions may be restricted or subject to registration and accordingly, any person who gets possession of the SID/SAI is required to inform themselves about, and to observe, any such restrictions. It is the responsibility of any persons in possession of the SID/SAI and any persons wishing to apply for units pursuant to SID/SAI to inform themselves of and to observe, all applicable laws and Regulations of such relevant jurisdiction. Any changes in SEBI/RBI regulations and other applicable laws/regulations could have an effect on such investments and valuation thereof.

No persons receiving a copy of this Scheme related documents or any accompanying application form in such jurisdiction may treat these Scheme related documents or such application form as constituting an invitation or solicitation to them to subscribe for units, nor should they in any event use any such application form, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such application form could lawfully be used without compliance with any registration or other legal requirements. Accordingly, the Scheme related documents do not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation as per applicable.

- (ii) Unifi Mutual Fund/AMC has not authorized any person to give any information or make any representations, either oral or written, not stated in the SID/SAI in connection with issue of units under the Scheme. Prospective investors are advised not to rely upon any information or representations not incorporated in the SAI and SID as the same have not been authorized by the Fund or the AMC . The investor is requested to check the credentials of the individual, firm or other entity he/she is entrusting his/her application form and payment to, for any transaction with the Fund. The Fund shall not be responsible for any incorrect information or misrepresentation done by the intermediaries representing or purportedly representing such investors.
- (iii) Any subscription, purchase or sale made by any person on the basis of statements or representations which are not contained in SID/SAI or which are inconsistent with the information contained herein shall be solely at the risk of the investor.
- (iv) If the units are held by any person in breach of the Regulations, law or requirements of any governmental, statutory authority including, without limitation, Exchange Control Regulations, the Fund may mandatorily redeem all the units of any Unit holder where the units are held by a Unit

holder in breach of the same. The Trustee may further mandatorily redeem units of any Unit holder in the event it is found that the Unit holder has submitted information either in the application or otherwise that is false, misleading or incomplete.

- (v) In terms of the Prevention of Money Laundering Act, 2002 ("PMLA") the rules issued there under and the guidelines/circulars issued by SEBI regarding the Anti Money Laundering (AML) Laws, all intermediaries, including mutual funds, are required to formulate and implement a client identification program, and to verify and maintain the record of identity and address(es) of investors.
- (vi) If after due diligence, the AMC believes that any transaction is suspicious in nature as regards money laundering, the AMC shall report any such suspicious transactions to competent authorities under PMLA and rules/guidelines issued thereunder by SEBI and/or RBI, furnish any such information in connection therewith to such authorities and take any other actions as may be required for the purposes of fulfilling its obligations under PMLA and rules/guidelines issued thereunder by SEBI and/or RBI without obtaining the prior approval of the investor/Unit holder/any other person.
- (vii) The AMC and/ or its Registrars & Transfer Agent (RTA) may disclose/share Unit holder's details of folio(s) and transaction details thereunder with the following third parties:
 - a) RTA, Banks and/or authorized external third parties who are involved in transaction processing, dispatching etc., of the Unitholder's investment in the Scheme;
 - b) Distributors or sub-brokers through whom the applications are received for the Scheme;
 - c) Any other organizations for compliance with any legal or regulatory requirements or to verify the identity of the Unitholders for complying with anti-money laundering requirements.

Account statements or financial information pertaining to the investor, if it is to be sent over the internet to the Unitholder, distributors or any other entity as indicated above, will be sent only through a secure means and / or through encrypted electronic mail.

- (viii) Any dispute arising out of the Scheme shall be subject to the non-exclusive jurisdiction of the Courts in India. Statements in this SAI are, except where otherwise stated, based on the law practiced currently in India, and are subject to changes therein.
- (ix) Purchase/ Redemption of units of scheme through Stock Exchange Infrastructure Units of the scheme shall be available for subscription / purchase through stock exchange platform(s) made available by Registered Stock exchange. Under this facility, trading member can facilitate eligible investors (i.e. Resident Individuals, HUF, resident minors represented by guardian and Body corporate or such other class of eligible investors) to purchase / subscribe to units of the scheme using their existing network and order collection mechanism as provided by respective stock exchange. Investors availing of this facility shall be allotted units in accordance with the SEBI guidelines issued from time to time and the records of the Depository Participant shall be considered as final for such unitholders. The transactions carried out on the above platform shall be subject to such guidelines as may be issued by the respective stock exchanges and also SEBI (Mutual Funds) Regulations, 1996 and circulars / guidelines issued thereunder from time to time.

Further in line with Para 16.2 of SEBI Master circular No. SEBI/HO/IMD/IMD-PoD-1/P/CIR/2024/90 dated June 27, 2024 it has been decided to allow investors to directly access infrastructure of the recognized stock exchanges to purchase mutual fund units directly from Mutual Fund/ Asset Management Companies. SEBI circular has advised recognized stock exchanges, clearing corporations and depositories to make necessary amendment to their existing byelaws, rules and/or regulations, wherever required.

- (x) Subject to the SEBI (MF) Regulations, funds managed by the AMC/associates of the Sponsors may invest either directly or indirectly in the Scheme and may acquire a substantial portion of the Scheme Units and collectively constitute a majority investor in the Scheme. Accordingly, redemption of Units held by such

funds may have an adverse impact on the value of the Units of the Scheme because of the timing of any such redemption and may impact the ability of other Unit Holders to redeem their respective Units.

(xi) Non-Individual Investors should note the following:

1. A list of specimen signatures of the authorized officials, duly certified / attested should also be attached to the Application Form.
2. In case of application for any transaction, the authorized signatories/officials should sign such application under their official designation and as per the authority granted to them under their constitutional documents/board resolutions etc.
3. In case a generic board resolution authoring investment has been submitted, the AMC/Fund reserves the right to consider such generic resolution as a valid authorisation for all other financial and non-financial transactions including but not limited to redemption/switches etc. Accordingly, all transactions executed by the officials named in such generic resolution would be processed by the AMC/Fund.

(xii) The Mutual Fund may disclose details of the investor's account and transactions there under to those intermediaries whose stamp appears on the application form. In addition, the Mutual Fund may disclose such details to the bankers / its agents, as may be necessary for the purpose of effecting payments to the investor. Further, the Mutual Fund may disclose details of the investor's account and transactions thereunder to any Regulatory/Statutory entities as per the provisions of law.

VI. HOW TO APPLY

A. Purchase/Subscription

1. New investors can purchase units by using an application form or through such other modes as may be offered by the AMC, subject to KYC and various requirements and documents. Existing unit holders may use the transaction slip attached to their account statement or use a Common Transaction Form or through such other modes as may be offered by the AMC. Application forms or common transaction forms are generally available at the official points of acceptance of transactions during the business hours. The same can also be downloaded from the website of the Mutual Fund.
2. The duly completed application form/transaction slip/common transaction form, as the case maybe, can be submitted at any of the official points of acceptance of transactions. The official point of acceptance of transaction will stamp, and return the acknowledgement slip in the application form, to acknowledge receipt of the application, subject to verification. No other form of acknowledgement will be provided. Investors should retain the acknowledgement evidencing submission of the transaction till they receive a confirmation of acceptance or rejection of transaction. In case of difference of details in acknowledgement vis a vis actual transaction document, the details as mentioned on transaction document will prevail.
3. Investors should mandatorily use the Application Forms, Transactions Request, SIP/STP/SWP forms included in the KIM and other standard forms available at the ISCs/www.unifmf.com, for any financial/non-financial transactions. Any transactions received in any non-standard forms are liable to be rejected. Further, any transaction or request received on a non-standard form or document not specified by the Fund will still be governed and subject to terms and conditions of the standard forms and scheme related documents. Investor using application form/ transaction request for financial/ non- financial transactions not provided by the Fund declare that they have read and understood the contents of the Scheme Information Document and Statement of Additional Information, Key Information Memorandum, instructions and addenda issued by UNIFI Mutual Fund from time to time. Any transactions request received with incomplete information are liable to be rejected .
4. The AMC/Registrar may open or close offices/ISCs or change address of an office from time to time. Investors may obtain latest addresses of Official Points of Acceptance of Transactions from the

relevant SID or by calling the AMC/Registrar or available on the website of the Mutual Fund i.e. www.unifimf.com. Investors are requested to note that no transaction shall be accepted on a day which is a public holiday or non-business days or local holiday at an Investor Service Centre/ Official Points of Acceptance of Transaction.

5. Investors should provide details/instructions only in the space provided in the relevant form in CAPITAL case and in English language. Further, any details/noting/information/instruction provided at a non-designated area of the standard form being used, or any additional details for which space is not designated in the standard form, may not be executed by the AMC. If the details are not mentioned clearly or in capital case, the AMC will endeavour to capture client and transaction details on a best effort basis and will not be liable towards data entry errors due to illegible or unclear handwriting. Hence, investors should check all details as mentioned in the Account Statement or request for details of Statement of Account.
6. Facility of transactions is available on the official website www.unifimf.com for schemes of Unifi Mutual Fund. Accordingly, the said website will also be considered as an official point of acceptance for applications for subscriptions, redemptions, switches and other available facilities as the case may be.
7. The Trustees may reject any application for purchase of Units, if in its opinion, increasing the size of the Unit Capital is not in the general interest of the Unit Holders, or if for any other reason it does not believe it would be in the best interest of the Scheme or its Unit Holders to accept such an application.
8. Applicants have to specify the "mode of holding" in the application form. If an application is made by:
 - (a) one investor, the mode of holding will "Single"; or
 - (b) more than one investor (maximum three permitted), the mode of holding should be specified as "Joint" or "Anyone or Survivor". In case the mode of holding is specified as "Joint", all transactions/instructions will have to be signed by all joint holders. While for mode of holding specified as "Anyone or Survivor", all transactions/instructions may be signed by anyone of the Unit holders. If the mode of holding is not specified or is ambiguous, it will be treated as "Joint", where there is more than one holder. With respect to Units held in demat mode, the rules of Depository for operation of such DP account shall be applicable. Request for nomination needs to be signed by all unit holders jointly, irrespective of "mode of holding".
9. In all cases, proceeds of redemption will be paid to the first-named holder (as determined by reference to the original application form). Further, the first named holder shall receive the account statements, all notices and correspondences with respect to the account, or IDCW or other distributions and also have the voting rights, as permitted, associated with such units.
10. The proceeds towards redemptions and IDCW (in case if any)will be dispatched by a reasonable mode of despatch like courier, Speed post, etc. in case of cheque or directly credited to the bank account (as per the details mentioned by the investor), entirely and solely at the risk of the investor. The Mutual Fund will endeavour to remit redemption proceeds via electronic means, as made available by RBI. Where such electronic means are not available or feasible under any circumstances, the Mutual Fund will remit the redemption proceeds by way of cheques. The investor will not hold the Mutual Fund or the AMC or the Registrar responsible for any non-receipt or delay of receipt of redemption & IDCW proceeds due to any negligence or deficiency in service by the courier company, postal authorities or the bank executing direct credits, or due to incorrect bank account details provided by the investor.
11. Investors must clearly specify schemes/plans/options /sub-option in the application form and ensure that the form is accompanied by a cheque/account to account transfer instruction, bank acknowledgement favouring schemes/plans/options/sub-option. In case of ambiguity or any discrepancy, the application is liable to be rejected, or default plan/ option may be applied for allotment of the Units.
12. Where the Scheme name as written on the application form and on the payment instrument differs, the proceeds may, at the discretion of the AMC be allotted in the Scheme as mentioned on the application form.
13. It is mandatory for all applicants/investors (including guardians, NRIs) to mention their bank account No., permanent account number (PAN) irrespective of the amount of purchase in the

application form. In order to verify that the PAN of the applicants (in case of application in joint names, each of the applicants) has been duly and correctly quoted therein, the applicants shall attach along with the purchase application, a photocopy of the PAN card or KYC status from KRA website.

14. Investments through micro investments, i.e. lump sum investment (fresh purchase & additional purchase) for amount less than Rs. 50,000/- (Rupees fifty thousand only) or SIP instalments by an investor in rolling 12 months period or financial year i.e. April to March less than Rs. 50,000/- (Rupees fifty thousand only) are exempt from the requirement of PAN. The PAN exemption for these investments will be applicable only to investments by individuals (Including Non-Resident Indian (NRIs), Joint holders, minors acting through guardian and sole proprietary firms). However, KYC is mandatory for such investments. The investors can apply for a PAN exempt KYC.
15. Investors residing in the state of Sikkim are exempt from the mandatory requirement of PAN, subject to the AMC verifying the veracity of the claim of the investors that they are residents of Sikkim, by collecting sufficient documentary evidence including KYC.
16. Applications are liable to be rejected, if KYC requirements are not complied with by all the applicants or any of the additional details are not mentioned for any of the applicant at the time of purchase or if the KYC details are not updated in the existing folio for all unitholders, including guardian. In case where the KYC application is given along with the purchase/switch and where the purchase/switch is processed based on KYC application or based on KYC status as In-Process, the purchase/switch may be rejected in case the KYC is subsequently rejected or is on Hold. In case of such rejections, refund of the subscription amount without any interest would be made to the investor within 5 business days from the date of rejection / reversals.
17. Investors should mention the correct Tax Status which should correspond to the 4th Character convention of the PAN issued by the Income Tax Department. In case the Tax Status provided by the investor does not correspond to the 4th character convention of PAN, then the status as per the PAN 4th character would be updated in the investor folio.
18. Investors are requested to note that there can be only tax status, either Resident (RI) or Non Resident (NRI) against a single PAN. There cannot be different tax status for different folios for the same investor, same PAN. In case the existing tax status in a folio is NRI and the investor makes a new investment with tax status as RI, the new investment will be processed with tax status as NRI. Similarly, if the existing status in a folio is RI and the investor makes a new purchase with tax status as NRI, the tax status of the existing RI folio will be changed to NRI. In case of any change in tax status, Investors should submit a request for change of tax status request before submitting the new investment to avoid any inconvenience. The AMC reserves the right to reject or reverse & reprocess the transactions at a later date in case of any error.
19. Contact Details and Correspondence Address
 - a. Applicants should provide contact information such as email id, mobile telephone number/s and correspondence address. However, the fund reserves the right to update communication postal address, email id, mobile number from KYC records of SEBI designated KYC Registration Authority (KRA).
 - b. Investors should ensure that, the email id, mobile number provided in the application form should be their own or any of the immediate family member and should be same as the ones provided in the KRA. Investors should clearly mention if the email id belongs to any of the immediate family members. Where the email id, mobile number are not provided or where provided but the same is found to be invalid, or seems to be not pertaining to the investor or any of the immediate family member or is of a distributor or any other agency, then AMC/ RTA reserves the right to remove the email id, mobile number without any notice and the email id, mobile number as per KRA records may be updated in the folio.
 - c. Investors will need to update the email id / mobile number with the KRA in case of any change.
 - d. Account statements, newsletter, annual reports and other communication, including statutory communication, will be sent through email/sms only instead of physical, for investors who provide their email address/mobile on the application form. Should they wish to have a physical copy, they are requested to send an email to the AMC/RTA. It is deemed that the applicants are aware of all the security risks associated with online communication, including possible third-party interception of documents sent via email.

- e. If the pin code provided in application form or as received from KYC Database of a KRA is Null or Incorrect/Invalid, the transactions will be tagged as received from a T30 location.
20. In case of any investor being suspended / debarred by any statutory or government authority, the AMC/RTA reserves the right to reject any transaction without any notice.
 21. Refund if any in case of purchases will be made within 5 business days from the date of rejection and identification of remitter information of the credits received by the Fund, whichever is later.
 22. In case of any Income Distribution cum Capital Withdrawal payouts(if any) or maturity payouts in the folios which are locked for any reasons, the IDCW or redemption or maturity amounts will be invested in "UNIFI MF- Unclaimed Redemptions / Income Distribution cum Capital Withdrawal" in the investor folio and will be subject to lock in.
 23. In case of subscription funds received through cheque deposited in clearing or transfer banking or through electronic means like funds transfer, IMPS, RTGS/NEFT etc; and where the details provided by the investor's bank or banking industry in general are inadequate or incomplete or unclear to establish the credit of the funds against the clients subscription application, allotment of units for such amounts would be done after due efforts of interacting with the client's bank to ascertain the remitter of the funds and consequently the NAV applicable will be based on the business day when the reconciliation and establishment of credit to application is completed, irrespective of earlier receipt of credit or the subscription application.
 24. Investors should ensure that their banks provide adequate information in bank statements with respect to funds remitted through cheque deposited in transfer banking or through electronic means like funds transfer, IMPS, RTGS/NEFT etc so as to ensure credit identification against their subscription application at the earliest.
 25. The AMC and its Registrar reserve the right to disclose the details of the investors and their transactions to third parties viz. banks, couriers, distributors or stock brokers or registered investment advisors or any other parties through whom the application has been sourced or facilitated, printers and any other organization for the purpose of transaction confirmations and/or execution, redemption payouts, data validations, compliance with legal and regulatory requirements, or for complying with anti-money laundering requirements.

All investments and interactions with AMC/ its Registrar will be done with full knowledge of the above necessity and consent for such sharing.

AMC/ its Registrar will take utmost care in processing, storing and maintaining such information so that such sensitive and personal information shall not get exposed to any unrelated third party(ies) and used for specific & associated purpose for which such information is collected. AMC/ its Registrar has implemented all required processes and controls as required under local data protection & privacy laws (Information Technology Act, 2000 & amendments thereof from time to time) and will continue to abide by all such data protection & privacy laws as notified by Government of India from time to time. Mutual Fund / AMC neither seek any investment from nor intend to offer any goods or services to Citizen(s)/Resident(s) of the USA / Canada or FATF non complaint countries.

Mutual Fund / AMC / its Registrar, who shall be collecting, using and sharing as indicated above, shall comply with local laws of India, which may or may not be in line with the requirements of other territorial laws. If you have any concern / query, you can write to Investor Relations Officer of the Mutual Fund/ AMC. By choosing to invest in the Mutual Fund, it is construed that investor is providing explicit consent to AMC, RTA and other entities engaged by AMC to process investor data in their roles as per existing & prospective processes determined by Mutual Fund / AMC from time to time.

26. If the investor wishes to invest directly, i.e. without involving the services of any agent or broker, "DIRECT" should be mentioned in the space provided for "ARN Number" in the application form. Any subsequent change/update/removal of broker code will be based on the written request/authentication from the Unit holder and will be on a prospective basis only from the date when the Registrar executes such written instruction.
27. Investor/s also have the provision to specify in the application / transaction form the unique identity number (EUIN) of the employee/relationship manager/ salesperson of the distributor

interacting with the investor/s for the sale of mutual fund products, along with AMFI Registration Number (ARN) of the distributor and sub-distributor ARN (if applicable). Investors are hereby requested to note the following with respect to EUIN and ARN:

- a. AMFI has allotted EUIN to all the salesperson of AMFI registered distributors.
 - b. Investor/s shall ask and specify the valid ARN code, sub-distributor ARN (if applicable) and the valid EUIN of the sub-distributor /sales person in the application/transaction form. This will assist in handling the complaints of mis-selling if any, even if the sales person on whose advice the transaction was executed leaves the employment of the distributor.
 - c. Investors are requested to use the new application /transaction forms which have space for sub-broker ARN code and EUIN.
 - d. If EUIN is not mentioned in the application form, it will be assumed as Execution Only transaction.
 - e. In cases of wrong/ invalid/ incomplete ARN, any purchase or switch-in or SIP & STP registration shall be processed under Direct Plan or rejected depending on the mode of the transaction. "Invalid ARNs" shall include ARN validity period expired, ARN cancelled /terminated, ARN suspended, ARN Holder deceased, Nomenclature change, as required pursuant to IA Regulations, not complied by the MFD, MFD is debarred by SEBI, ARN not present in AMFI ARN database, ARN not empanelled with AMC.
28. Signature(s) in application form should be in English or in any of the Indian languages specified in the Eighth Schedule of the Constitution of India. Thumb impressions and signatures in languages not specified in the Eighth Schedule of the Constitution of India should be attested by a magistrate or a Notary Public or a special Executive Magistrate under his/her official seal. Applications by minors should be signed by their guardian(s). In the case of an HUF, the Karta should sign on behalf of the HUF. In the case of company, Authorized officials should sign the form under their official designation and company seal. A list of specimen signatures of the authorized officials, duly certified and attested should also be attached to the application form. In case of trust fund, a resolution from the trustee(s) authorizing such purchase or investment should be submitted.
29. Non-acceptance of subscriptions from U.S. Persons and Residents of Canada in Scheme of the Fund:
- No fresh purchases /additional purchases/switches in any Schemes of the Fund would be allowed. If an existing Unit Holder(s) subsequently becomes a U.S. Person or Resident of Canada, then such Unit Holder(s) will not be able to purchase any additional Units in any of the Scheme of the Fund.
- However, subscription (including systematic investments) and switch transactions requests received from U.S. persons who are Non-resident Indians (NRIs) /Persons of Indian origin (PIO) and at the time of such investment, are present in India and submit a physical transaction request along with such documents as may be prescribed by the AMC/ Trustee from time to time shall be accepted.
- The AMC shall accept such investments subject to the applicable laws and such other terms and conditions as may be notified by the AMC/ Trustee. The investor shall be responsible for complying with all the applicable laws for such investments. The AMC reserves the right to reject the transaction request or redeem with applicable exit load and TDS or reverse allotted units, as the case may be, as and when identified by the AMC, which are not in compliance with the terms and conditions notified in this regard.
- For transaction from Stock Exchange platform, while transferring units , if the investor has U.S./Canadian address then the transactions, subject to the above mentioned conditions, may be rejected.
- In case the AMC/Fund subsequently identifies that the subscription amount is received from U.S. Person(s) or Resident(s) of Canada, in that case the AMC/Fund at its discretion shall redeem all the units held by such person from the Scheme of the Fund at applicable Net Asset Value.
30. Non acceptance of Third-Party Payments
- a. "Third Party Payment" refers to payment made from a bank account other than that of the first unitholder/applicant. For a payment to be not considered as a third-party payment, the sole holder or the 1st holder of the folio (depending upon whether the folio is 'singly' or 'jointly' held) must be one of the joint holders of the bank account from which payment is made.

- b. In accordance with PMLA and AMFI guidelines dated August 16, 2010 on 'Risk mitigation process, payments by third party for investment in schemes of the Fund are not be accepted except in the following cases:
 - i. Payment by Employer on behalf of employee under Systematic Investment Plans or lump sum / one-time subscription, through Payroll deductions or deductions out of expense reimbursements.
 - ii. Custodian making investments on behalf of a FII/FPI/Client.
 - iii. Payment by Asset Management Company to a Distributor empanelled with it on account of commission/incentive etc. in the form of the Mutual Fund Units of the Funds managed by such AMC through Systematic Investment Plans or lump sum / one-time subscription, subject to compliance with SEBI Regulations and Guidelines issued by AMFI, from time to time.
 - iv. Payment by Corporate to its Agent/Distributor/Dealer (similar arrangement with Principal-agent relationship), on account of commission/incentive payable for sale of its goods/services, in the form of the Mutual Fund Units through Systematic Investment Plans or lump sum / one-time subscription, subject to compliance with SEBI Regulations and Guidelines issued by AMFI, from time to time. Related Persons' means any person investing on behalf of minor in consideration of natural love or affection or as a gift.
- c. In case the payment falls under the above-mentioned exceptions, the following additional documents will be required to be provided together with the application form, failing which the application will be rejected/not processed/refunded without interest:
 - i. KYC Acknowledgment letter of the Investor and the person making the payment; and
 - ii. A duly filled "Third Party Payment Declaration Form" from the Investor (guardian in case of a minor) and the person making the payment. The said form shall be available on the Mutual Fund's website and at Investor Service Centers (ISCs).
 - iii. The Declaration form shall, inter alia, contain the details of bank account from which the payment is made and the relationship with the investor(s). Investors are requested to use the standard forms available and not make any changes to the forms. Any form that is not in the prescribed format will not be accepted as valid.
- d. To substantiate that the payment is not a third-party payment i.e. the payment is from a bank account where the first unit holder is an account holder, investors must mention the bank account number, bank name and branch address from where the payment is issued on the application form. These details should match with the details on payment cheque/ document (as applicable).
- e. In case the bank account holder's name/s is not pre-printed on the payment instrument, investor should attach latest and certified bank passbook copy/bank statement or letter from bank certifying that the investor maintains the account with the bank in order to substantiate that the first named unit holder is one of the joint holders of the bank account.
- f. The AMC reserves a right to reject the transaction and refund the funds without any interest or call for additional details, if payment bank account and other details are not mentioned in the application form / online transaction mode and/or do not match with payment instrument and/or necessary documents/declaration are not attached or are insufficient. In case the funds are transferred to the Mutual Fund account prior to the application rejection, then amount transferred may not be refunded or redeemed unless the investor establishes KYC with additional documentation.

31. Mode of payment: The following mode of payment can be used by Resident Investors:

- a. Electronic Funds Transfer (EFT) over the internet or by way of direct credit/ Real Time Gross Settlement (RTGS)/National Electronic Funds Transfer (NEFT) / Unified Payment Interface (UPI) / Immediate Payment Service (IMPS) to designated scheme collection account by clearly mentioning the name of the investor and application number in the remark. If IFSC code provided in application form is Null or Incorrect/Invalid, then AMC/RTA reserves the right to update/overwrite/correct the details as per RBI master.

- b. Through MICR cheque drawn on any bank which is a member of the Banker's Clearing House /Zone in a city where the application is submitted to a designated Collection Centre (ISC). The cheques issued should conform to the CTS 2010 standards in banking industry and be payable locally at the centre where the application forms / transaction request is submitted.
- c. To avoid fraud and prevent misuse of payment instruments, investors are advised to draw payment instrument (i.e. cheque,) favouring in the name of the scheme.
- d. DD/Payorder and Outstation Cheques will not be accepted.
- e. Cash/Demand Draft/Pay Order will not be accepted as a mode of payment. Payment by post-dated cheques will not be accepted.
- f. With respect to online transactions, payment can also be made through various modes as may be offered on digital platforms from time to time.
- g. In respect of New Fund Offer (NFO) of Schemes/Plan(s) other than NFOs of Exchange Traded Schemes(ETFs), an investor can subscribe to the NFO through Applications Supported by Blocked Amount (ASBA) facility by applying for the Units offered under the Option(s) of the Scheme(s) in the ASBA Application Form and following the procedure as prescribed in the form. For details please refer to the Section "Applications Supported by Blocked Amount (ASBA) facility".
- h. The AMC, at its discretion at a later date, may choose to alter or add other modes of payment.

Payment Through ASBA:

ASBA is an application containing an authorization to a Self -Certified Syndicate Bank (SCSB) to block the application money in the bank account maintained with the SCSB, for subscribing to a New Fund Offer.

The list of Banks that have been notified by SEBI to act as a SCSB for the ASBA process as provided on www.sebi.gov.in. It shall co-exist with the existing process, wherein cheques are used as a mode of payment. Please refer ASBA application form for detailed instructions. Investors intending to apply through ASBA will be required to submit ASBA form to their respective banks, which in turn will block the amount in their account as per authority contained in the ASBA form. ASBA form should not be submitted at location other than SCSB as it will not be processed. For details on ASBA process please refer the ASBA application form. (Please refer "Other Information" of this document for further information on ASBA).

32. Application from NRI, FII and PIOs

NRIs and PIOs may purchase units on a repatriation and non-repatriation basis, while FIIs may purchase units only on a repatriation basis. They shall enclose along with the application form a copy of the payment cheque / FIRC / Debit Certificate to enable the AMC to ascertain the repatriation status of the amount invested. The account type shall be clearly ticked as NRE or NRO , to enable the AMC determine the repatriation status of the investment amount. The AMC and the Registrar may ascertain the repatriation status purely based on the details provided in the application form.

a. Repatriation basis

NRIs and PIOs may pay their subscription amounts by way of cheques drawn on NRE accounts in Indian currency. FIIs may pay their subscription amounts either by way of inward remittance through normal banking channels or out of funds held in Foreign Currency Accounts or Non Resident Rupee Accounts maintained with a designated branch of an authorised dealer with the approval of RBI.

b. Non-Repatriation basis

NRIs and PIOs may pay their subscription amounts by cheques drawn out of Non-Resident Ordinary (NRO) accounts/Non-Resident Special Rupee (NRSR) accounts and Non Resident Non-Repatriable (NRNR) accounts payable at the city where the application form is accepted.

33. Applications under Power of Attorney

Applications under a Power of Attorney shall be accompanied by the relevant Power of Attorney, or duly certified copy thereof. KYC of the POA holder is also a mandatory requirement.

34. Bank Account Details / Multiple Bank Account Registration

It is mandatory for all investors to provide their bank mandate which will be used for payment of redemption/Payout of Income Distribution cum Capital Withdrawal. Applications without the mandatory bank details and supporting documents are liable to be rejected. Investors should ideally mention account details of the same bank account from where the payment towards purchase is made. If the bank account details mentioned are different from purchase pay-in bank, investors should attach a cancelled cheque off the said account with name and account number pre-printed. Should the investor fail to provide the documents, the Fund/AMC/RTA reserve the right to register the pay-in bank details as the redemption bank details and use such bank account for payment of any redemption/Income Distribution cum Capital Withdrawal proceeds.

The Mutual Fund offers its Unit holders, facility to register multiple bank accounts for pay-in & payout purposes and designate one of the registered bank account as "Default Bank Account". This facility can be availed by using a designated "Bank Accounts Registration Form. In case of new investors, the bank account mentioned on the purchase application form used for opening the folio will be treated as default bank account till a separate request to register multiple bank accounts and change the default bank account to any of other registered bank account is submitted by such investor. Registered bank accounts may also be used for verification of pay ins (i.e. receiving of subscription funds) to ensure that a third party payment is not used for mutual fund subscription.

35. Change of Bank

New bank accounts can be registered by submitting the change of Bank mandate form. If Unit holder(s) provide a new and unregistered bank mandate or a change of bank mandate request with specific redemption/ Income Distribution cum Capital Withdrawal payment request (with or without necessary supporting documents), such bank account will not be considered for payment of redemption/ Income Distribution cum Capital Withdrawal proceeds, or the Mutual Fund withhold the payment for upto 10 calendar days to ensure validation of new bank mandate mentioned. In cases where a request for Change of Bank account has been received just prior to (upto 10 days prior) OR simultaneously with redemption request. In all such cases, the AMCs may make the redemption payment after the cooling off period of 10 days from the date of receipt of COBM. The redemption transaction shall be processed as per the applicable NAV on the basis time stamp. The credit may either be given in the existing bank account or the new bank account post due diligence within 1 working day after cooling off period.

Investors are requested to note the following with respect to the Multiple Bank Registration Facility / Change of Bank:

- a. Bank registration/deletion request from Unit holder(s) will be accepted and processed only if all the details and necessary documents are attached. The request is liable to be rejected if it is not filled completely and in case of any ambiguous/incorrect/ incomplete information.
- b. The first/sole Unit holder in the folio should be amongst any one of the bank account holders. Unit holder(s) cannot provide the bank account(s) of any other person or where the first/sole Unit holder is not an account holder in the bank account provided.
- c. Unit holder(s) need to attach the original cancelled cheque of the old and new bank account for updating/changing the bank details in the folio. This will help in verification of the account details and register them accurately. Where multiple banks are registered in the folio, cancelled cheque of any one of the old bank accounts will need to be provided along with the original cancelled cheque of the new bank account.
- d. In case original old bank proofs is not available, investors will have to visit Unifi AMC or CAMS ISC branches for doing In Person Verification (IPV) along with Original PAN/Photo identification proofs & new bank cheque copy.
- e. All documents submitted should clearly evidence the bank name, account number and name of all bank account holders.

- f. While registering multiple bank accounts, the Unit holder(s) has to specify any one bank account as the 'Default Bank Account'.
- g. If the 'Default Bank Account' is not specified or is unclear, the Mutual Fund reserves the right to designate any of the bank accounts as 'Default Bank Account'. Default Bank Account will be used for all Income Distribution cum Capital Withdrawal, redemption and maturity payouts.
- h. Investors can change the default bank account by submitting the Bank Account Registration form. In case multiple bank accounts are opted for registration as default bank account, the mutual fund retains the right to register any one of them as the default bank account at its discretion.
- i. Bank account Details with redemption request: Please note the following important points related to payment of redemption proceeds:
 - i. Proceeds of any redemption request will be sent only to a bank account that is already registered and validated in the folio at the time of redemption transaction processing.
 - ii. Unit holder(s) may choose to mention any of the existing registered bank account with redemption request for receiving redemption proceeds. If no registered bank account is mentioned, default bank account will be used.
 - iii. If unit holder(s) provides a new bank mandate or a bank mandate which has not been previously registered with a specific redemption request (with or without necessary supporting documents) such bank account may not be considered for payment of redemption proceeds and proceeds will be sent to existing registered bank account only entirely at the risk of the unit holder(s) and the fund will not be liable for the same under any circumstances.
 - iv. Change of bank mandate would also not be processed based on the request submitted along with the redemption request and the investor will have to submit a fresh request for change of bank mandate with supporting documents.
- j. The registered bank accounts will also be used to identify the pay-in proceeds. Hence, unit holder(s) are advised to register their various bank accounts in advance using this facility and ensure that payments for ongoing purchase transactions are from any of the registered bank accounts only, to avoid fraudulent transactions and potential rejections due to mismatch of pay-in bank details with the accounts registered in the folio.
- k. This facility of multiple bank registration requests or any subsequent addition/change/ deletion in the registered bank accounts would be effected within 3 days from the receipt of a duly completed application form at the office of the Registrar in Chennai and a confirmation letter will be sent within 15 business days. Unit holder(s) should preserve this letter for their reference, as the account statement will reflect default bank mandate only.
- l. The requests for addition/change/deletion/modification in the registered bank account(s) should be submitted using the designated application form only. Requests received on a plain paper/any other formats are liable to be rejected.
- m. The Mutual fund, AMC, its registrar and other service providers shall not be held liable for any loss arising to the unit holder(s) due to the credit of the redemption proceeds into any of the bank accounts registered in the folio.

36. Transaction through Stock Exchange mode and option to hold units in dematerialized form:

- a. In order to facilitate transactions in mutual fund units through the stock exchange infrastructure, BSE and NSE have introduced their respective platforms. Investors desirous of transacting in the Units of the select Schemes/Plans/ Options through the stock exchange mode shall submit applications to registered stockbrokers or distributors or Registered Investment Advisors (RIA) registered with NSE or BSE.
- b. The facility of transacting through the stock exchange mechanism enables investors to buy and sell the Units of the Scheme(s) through the stockbrokers or distributors or RIAs registered with the BSE and/or NSE in accordance with the guidelines issued by SEBI and operating guidelines and directives issued by NSE, BSE or such other recognized stock exchange in this regard. Investors desirous of transacting through the stock exchange mode and want to hold the units in

the dematerialized form may be required to have a demat account with NSDL/CDSL.

- c. The Mutual Fund/ISCs will not accept any request directly for transactions or service requests in respect of Units held by the investors in demat form. The AMC/Fund will not send any account statement in respect of Units bought in demat mode or accept any request for statement as the units will be credited in demat account of the investor and their DPs should be approached for issuance of statement. Investors may note that the facility of transacting through the stock exchange mode is currently being offered only for certain schemes of the Mutual Fund.
- d. For any grievances with respect to transactions through stock exchange mechanism, Unit Holders must approach either stockbroker or their distributors or RIA or the investor grievances cell of the respective stock exchange. The Fund or the AMC will not be liable for any transactions processed based on the transaction details provided by the stock exchanges.

Option to hold units in dematerialized form:

- a. Investors subscribing for Units may opt to hold Units in dematerialized mode by providing details of their demat account in the purchase request submitted by them. Units shall be allotted in physical form by default, unless the investors intimate their intention of holding Units in demat form by submitting the demat account details. This option shall be available in accordance with the provisions laid under the respective scheme(s) and in terms of guidelines/ procedural requirements as laid by the depositories (NSDL/ CDSL) from time to time.
- b. The option to hold Units in demat form shall not be available to investors subscribing for Units under the Daily Reinvestment of Income Distribution cum Capital Withdrawal / Weekly Payout of Income Distribution cum Capital Withdrawal options (if any) under various schemes of the Fund. Investors intending to hold the Units in Demat form are required to have a demat account with the Depository Participant (DP) registered with NSDL/CDSL and will be required to provide the DP's name, DP ID number and the beneficiary account number of the Unit holder with the DP. Investors should attach copy of either Client Master List / Transaction Holding Statement / Delivery Instruction Slip (DIS) to verify the demat details provided in the form. In case the Demat account details are not provided or the details are incomplete or the details do not match with the records as per Depository(ies), Units will be allotted in physical form.
- c. The sequence of names/pattern of holding as mentioned in the purchase request must be same as that in the demat account. Units shall be credited to the investors' demat account only after the funds are credited into the Mutual Fund's scheme(s) account to the satisfaction of the AMC.
- d. Investors holding units in demat mode cannot directly approach the Fund House to redeem or switch the units by submitting a physical request. Investors should approach the BSE or NSE Stock Exchange Platform to submit the redemption or switch request. Investors can also approach their Depository Participant (DP) to submit the redemption request.
- e. For any change in static information like address, bank details, nomination, contact etc. investors should approach their respective depository participant. The Mutual Fund/ISCs will not accept any request directly for transactions or service requests in respect of Units held by the investors in demat form.
- f. In case, the Unit holder desires to hold the Units in a Dematerialized/Rematerialized form at a later date, the request for conversion of units held in non- demat form to Demat (electronic) form or from Demat form to non-demat or physical form should be submitted alongwith a Demat/Remat Request Form to their Depository Participants. Dematerialization/Rematerialization of Units will be done in accordance with the provisions of SEBI (Depositories & Participants) Regulations, 1996 as may be amended from time. Units held in demat form will be transferable subject to the provisions laid under the respective Scheme(s)/Plan(s) and in accordance with provisions of Depositories Act, 1996 and the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 as may be amended from time to time.
- g. The Mutual Fund/AMC will not send any account statement for units held in demat mode and investors should approach their DPs for the account statement.

37. Facility to transact in units of the Schemes through MFU (MF Utilities India Pvt. Ltd) and MF Central :

- a. Investors can execute financial and non-financial transactions pertaining to Schemes of Unifi Mutual Fund ("the Fund") electronically on the MFU (www.mfuonline.com) and MF Central portal (<https://www.mfcentral.com>), as and when such a facility is made available by the respective platforms transactions subject to terms, conditions and processes adopted by these platforms.
- b. The AMC will enter into an Agreement with MFUI, for usage of MF Utility ("MFU") - a shared services initiative of various Asset Management Companies, which acts as a transaction aggregation portal for transacting in multiple schemes of various Mutual Funds with a single form and a single payment instrument.
- c. The Points of Service ("POS") of MFUI with effect from the respective dates as published on MFUI website i.e. www.mfuindia.com against the POS locations will be considered as Official Point of Acceptance/ Investor Services Centre where application for financial transactions in schemes of the Fund will be accepted on an ongoing basis. Further, investors can also submit their non-financial transaction requests at the POS.

38. Application via Electronic Mode

Subject to the investor fulfilling certain terms and conditions stipulated by the AMC as under, AMC, Mutual Fund, the Registrar may accept transactions through any electronic mode ("web/electronic transactions") as permitted by SEBI or other regulatory authorities:

- i. The acceptance of the web/electronic transactions will be solely at the risk of the transmitter of the web/electronic transactions and the Recipient shall not in any way be liable or responsible for any loss, damage caused to the transmitter directly or indirectly, as a result of the transmitter sending or purporting to send such transactions.
- ii. The recipient will also not be liable in the case where the transaction sent or purported to be sent is not processed on account of the fact that it was not received by the recipient.
- iii. The transmitter's request to the recipient to act on any web/ electronic transmission is for the transmitter's convenience and the recipient is not obliged or bound to act on the same.
- iv. The transmitter acknowledges that web/electronic transactions is not a secure means of giving instructions/ transactions requests and that the transmitter is aware of the risks involved including those arising out of such transmission.
- v. The transmitter authorizes the recipient to accept and act on any web/ electronic transmission which the recipient believes in good faith to be given by the transmitter and the recipient shall be entitled to treat any such web/electronic transaction as if the same was given to the recipient under the transmitter's original signature.
- vi. The transmitter accepts that the web transactions shall not be considered until time stamped as a valid transaction request in the scheme in line with SEBI regulations. For electronic transactions, the time of transaction would be the time when the request of purchase /redemption /switch /SIP/STP/SWP other facilities is received on the servers of AMC/RTA as per terms and conditions of such facilities.
- vii. In consideration of the recipient from time to time accepting and at its sole discretion acting on any web/electronic transaction request received/ purporting to be received from the transmitter, the transmitter agrees to indemnify and keep indemnified the AMC, Directors, employees, agents, representatives of the AMC, Mutual Fund and Trustees from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs and expenses of whatever nature (whether actual or contingent) directly or indirectly suffered or incurred, sustained by or threatened against the indemnified parties whatsoever arising from or in connection with or any way relating to the indemnified parties in good faith accepting and acting on web/electronic transaction requests including relying upon such electronic transaction requests purporting to come from the transmitter and their authorised personnel even though it may not come from the transmitter and their authorised personnel.

39. Note on prevention of money laundering and Know Your Client ("KYC") Requirements

- a. Know Your Client ("KYC") formalities under the Prevention of Money laundering Act, 2002

("PMLA") and the related guidelines issued by SEBI from time to time, are to be completed by all investors, (including Power of Attorney holders and Guardian in case of a minor) intending to invest any amounts in units of the Mutual fund.

- b. Prevention of Money Laundering Act, 2002 (hereinafter referred to as "PML Act") came into effect from July 1, 2005 vide Notification No. GSR 436(E) dated July 1, 2005 issued by Department of Revenue, Ministry of Finance, Government of India. SEBI vide Circular No. CIR/ISD/AML/3/2010 dated December 31, 2010 issued a 'Master Circular on Anti Money Laundering (AML) Standards/ Combating the Financing of Terrorism (CFT)/Obligations of Securities Market Intermediaries under the Prevention of Money Laundering Act, 2002' consolidating all the requirements / instructions / obligations of Securities Market Intermediaries issued under the various circulars issued by SEBI with regard to AML/CFT till January 31, 2010, whereby all intermediaries are advised to take necessary steps to ensure compliance with the requirement of the PML Act inter-alia for the maintenance and preservation of records and reporting of information relating to cash and suspicious transactions to Financial Intelligence Unit-India (FIU-IND), New Delhi.
- c. The Mutual fund/ Registrar and Transfer Agent (RTA) shall perform the KYC of its new investors. Investors may however, note that the fund reserves the right to conduct enhanced KYC of its investors as may be commensurate with their respective risk profiles.
- d. The investor(s) should ensure that the amount invested in the schemes of Unifi Mutual Fund is through legitimate sources only and does not involve and is not designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act, Prevention of Money Laundering Act, Prevention of Corruption Act and / or any other laws in force in India from time to time or any rules, regulations, notifications or directions issued thereunder.
- e. To ensure appropriate identification of the investor(s)/ Unitholder(s) under the KYC policy and with a view to monitor transactions for the prevention of money laundering, the AMC / the Mutual Fund reserves the right to seek information, record investor's/Unitholder's telephonic calls and / or obtain and retain documentation for establishing the identity of the investor/ Unitholder, their beneficial owner(s), proof of residence, source of funds, etc. It may re-verify identity and obtain any incomplete or additional information for this purpose as the case may be. The investor(s)/Unitholder(s) shall provide such documents to the satisfaction of the AMC as may be required from time to time for the verification/identification of the investor(s)/ Unitholder(s)/any transaction by the AMC/Mutual Fund. If the investor(s)/Unitholder(s) refuses / fails to provide to the AMC, the required documents/ information within the period specified, the AMC, shall have the sole and absolute discretion to freeze the folio(s) of the investor(s)/Unitholder(s), reject any application(s) / allotment of Units and report the details of such investor/Unitholder/transaction to appropriate authority.
- f. The Mutual Fund, AMC, Unifi Mutual Fund Trustee Private Limited and its Directors, employees and agents shall not be liable in any manner for any claims arising whatsoever on account of such freezing of folio(s) / rejection of any application / allotment of Units and/or reporting the same to appropriate authorities.

Know Your Customer (KYC) Compliance

- a) In terms of the PML Act, 2002, the Rules issued there under and the guidelines/circulars issued by SEBI and/or AMFI regarding the Anti Money Laundering (AML Laws) and KYC requirement, all intermediaries, including Mutual Funds, have to formulate and implement a client identification programme, verify and maintain the record of identity and address(es) of investors.
- b) In order to bring about uniformity in the Know Your Customer (KYC) process in the securities market, Common KYC Application form and supporting documents shall be used by all SEBI registered intermediaries viz. intermediaries viz. Mutual Funds, Portfolio Managers, Depository Participants, Stock Brokers, Venture Capital Funds, Collective Investors Schemes, etc. Further, to avoid duplication of KYC process across SEBI registered intermediaries, a mechanism for centralization of the KYC records in the securities market has been developed.
- c) Accordingly, we will be performing the initial KYC of our clients and upload the details on the system of the KYC Registration Agency (KRA). The data from the KRA shall be checked and passed onto the Central Registry of Securitization Asset Reconstruction and Security Interest

(CERSAI) for generation of the KYC Identification number (KIN) of the investor. The KYC details of the client can be accessed by other intermediaries by accessing the KRA system. As a result, once the client has done KYC with a SEBI registered intermediary, he need not undergo the same process again with another intermediary. For regulating KRAs, SEBI has formulated the KYC Registration Agency (KRA) Regulations, 2011 which covers the registration of KRAs, functions and responsibilities of the KRAs and intermediaries, code of conduct, data security, etc. However, to comply with prevailing regulatory guidelines, the AMC reserves the right to carryout fresh KYC to the investors or undertake enhanced KYC measures commensuration with the risk profile of the investor.

- d) In-Person' Verification (IPV) of clients has been made mandatory for all SEBI registered intermediaries. Asset Management Companies (AMCs) and the distributors who comply with the certification process of National Institute of Securities Market (NISM) or Association of Mutual Funds (AMFI) and have undergone the process of 'Know Your Distributor (KYD)' can perform the IPV for mutual fund investors. The IPV carried out by any SEBI registered intermediary can be relied upon.
- e) Investors should note that it is mandatory for all applicants (in the case of application in joint names, each of the applicants) to mention his/her Permanent Account Number (PAN) irrespective of the amount of purchase in the Application Form. Investors who do not have PAN, have to provide other approved proof of identity in lieu of PAN i.e. PAN-exempt KYC reference number (PEKRN) who can invest up to ₹50,000 per year per mutual fund. Where the applicant is a minor, and does not possess his / her own PAN/PEKRN, he / she shall quote the PAN/PEKRN of his/her father or mother or the guardian, as the case may be.
- f) In the event of noncompliance of KYC requirements, the Trustee / AMC reserves the right to freeze the folio of the investor(s) and affect mandatory redemption of unit holdings of the investors at the applicable NAV, subject to payment of exit load, if any.
- g) All investors (both individual and non-individual) can apply for KYC compliance. However, applicants should note that minors cannot apply for KYC compliance and any investment in the name of minors should be through a Guardian/legal guardian, who should be KYC compliant for the purpose of investing with a Mutual Fund. Also, applicants / unitholders intending to apply for Units / currently holding Units and operating their Mutual Fund folios through a Power of Attorney (PoA) must ensure that the issuer of the PoA and the holder of the PoA must mention their KYC compliance status at the time of investment. PoA holders are not permitted to apply for KYC compliance on behalf of the issuer of the PoA. Separate procedures are prescribed for change in name, address and other KYC related details, should the applicant desire to change such information.
- h) Financial transactions (including redemptions, switches and all types of systematic plans) and non-financial requests will not be processed if the unitholders have not completed KYC requirements.
- i) Unitholders are advised to use the applicable KYC Form for completing the KYC requirements and submit the form at the point of acceptance.
- j) Further, upon updation of PAN details with the KRA (KRA-KYC) / CERSAI (CKYC), the unit holders are requested to intimate us / our Registrar and Transfer Agent their PAN information along with the folio details for updation in our records.
- k) For applicants who subscribe to the Units through Stock Exchange facility, the KYC performed by the Depository Participant of the applicants will be considered as KYC verification done by the Trustee / AMC.
- l) Units held in Electronic (Demat) mode For Units held in demat form, the KYC performed by the Depository Participant of the applicants will be considered as KYC verification done by the Trustee / AMC.

40. Update on Folios without PAN/PEKRN (PAN exempted KYC Reference Number)

SEBI vide its letter No. SEBI/HO/OW/IMD/PoD/2022/48112/1 dated September 12, 2022 has advised that no investments (Systematic transaction, Lumpsum, Redemption) shall be permitted

in such folios wherein PAN/ PEKRN details are not available.

All such Non-compliant Non-PAN and Non-PEKRN folios shall be liable to be frozen from April 01, 2023.

Unitholders whose folio(s) has/have been frozen due to the above requirement shall be able to (permit to) lodge grievance or avail service request only after furnishing the above details. Please note that the PAN / PEKRN (as may be applicable) needs to be provided in respect of all joint holders.

41. Change in Static Information

- a. Requests for change static information, viz. name, mobile number, email id, status, signature, bank account details, Income Distribution cum Capital Withdrawal sub-option, nomination, registration of Power of Attorney, Updation of Authorised Signatory List, etc. may be submitted to the AMC or its Registrar. Such changes will be effected within 5 Business Days of the valid signed request reaching the office of the Registrar at Chennai, and any interim financial transactions like purchase, redemption, switch, payment of Income Distribution cum Capital Withdrawal etc. will be effected with the previously registered details only. If any change in static information is submitted along with a financial transaction, the change may be handled separately and the financial transaction may be processed with the previously registered details. Unit holders are therefore advised to provide requests for change in static information separately and not along with financial transactions. Investors holding units in demat mode should approach their respective Depository Participant for non-financial requests/ applications such as change of address, mobile number, email id, change of bank, etc.
- b. Any change in Income Distribution cum Capital Withdrawal(If any) sub option due to additional investment or unit holder request will be applicable to the entire units in the Income Distribution cum Capital Withdrawal option of the scheme/plan concerned.
- c. Unit Holders may write to the AMC or the Registrar to change the broker code of their transactions. Any such request will be handled on a prospective basis and the change in broker code will be effected within 5 days from the date when the Registrar receives the request at its office in Chennai.
- d. All non financial requests are liable to be rejected if the KYC is not completed and updated for all holders in the folio.

42. Redemption and Switches

- a) All allotment of units on account of purchases, switch ins will be provisional subject to realisation & reconciliation of funds & the AMC having been reasonably satisfied that the Fund have received the clear funds. Units created will be temporarily put under hold till the time the Fund has carried out the reconciliation based on bank statements, supporting details received from banks, payment aggregators, other agencies involved in collecting and remitting the proceeds to the AMC. Units created will be kept on hold though the funds have been sighted, till the time of receipt of bank statements from the banks & other agencies and completion of the reconciliation activities. Any redemption or switches in the interim is liable to be rejected.
For more details please refer the relevant SID for details on redemption and switch.
- b) Redemption & switches will be rejected if the KYC is not completed and updated for all the holders in the folio.
- c) The AMC also has the right, to close a Unitholder's account by redemption of units in the account of unitholder, if the unitholder does not submit the requisite proof/documents/information required by the AMC or where the units are held by a unitholder in breach of any Regulation.
- d) Since a request for purchase is generally made in Rupee amounts and not in terms of number of Units of the Scheme, a Unit Holder may be left with fractional Units. Fractional Units will be computed and accounted for up to three decimal places. However, fractional Units will, in no way, affect the Unit Holder's ability to redeem the Units, either in part or in full, standing to his/her/its credit.

43. Suspension of purchase and restriction on redemption of units

Subject to the approval of the Boards of the AMC and the Trustee and subject to necessary communication to SEBI, determination of NAV of the units under any scheme of the Mutual fund may be temporarily suspended, leading to consequent suspension of purchase of units, in any of the following events:

- a) When one or more stock exchanges or markets, which provide the basis for valuation for a substantial portion of the assets of the schemes, is/are closed, otherwise than for ordinary holidays.
- b) When, as a result of political, economic or monetary events or any circumstance outside the control of the trustee and the AMC, disposal of the assets of the schemes is not reasonable, or would not reasonably be practicable without being detrimental to the interests of the unit holders.
- c) In the event of a breakdown in the means of communication used for the valuation of investments of the schemes, without which the value of the securities of the schemes cannot be accurately arrived at.
- d) During periods of extreme volatility of markets, which in the opinion of the AMC, are prejudicial to the interests of the unit holders.
- e) In the case of natural calamities, pandemic, strikes, riots, bandhs etc.
- f) In the event of any force majeure or disaster that affects the normal functioning of the AMC or the Registrar or If the Trustees are of the opinion that the suitable investment opportunities are not available for deployment of funds.
- g) If so directed by SEBI.
- h) Additionally, the AMC reserves the right to withdraw the facility of sale and switching option of units into and out of the scheme(s) (including any one Plan / option of the scheme), temporarily or indefinitely, if AMC views that changing the size of the corpus may prove detrimental to the existing unit holders of the scheme(s).

44. Restriction on redemption of units

Pursuant to clause 1.12 of SEBI Master Circular dated June 27'2024 , the restriction on redemption may be imposed under following scenario that may lead to a systemic crisis or the efficient functioning of markets such as:-

- a) Liquidity issues –Market at large becomes illiquid affecting almost all securities rather than any issuer specific security.
- b) Market failures, exchange closures - Markets are affected by unexpected events which impact the functioning of exchanges or the regular course of transactions. Such unexpected events could also be related to political, economic, military, monetary or other emergencies.
- c) Operational issues - when exceptional circumstances are caused by force majeure, unpredictable operational problems and technical failures (e.g. a black out).
- d) Subject to the approval of the Boards of the AMC and the Trustee and subject to necessary communication to SEBI, restriction on redemption would be imposed; the following procedure shall be applied:
- e) Restriction on redemption may be imposed for a specified period of time not exceeding 10 working days in any 90 days period.
- f) No redemption requests upto INR 2 lakh shall be subject to such restriction.
- g) Where redemption requests are above INR 2 lakh, AMCs shall redeem the first INR 2 lakh without such restriction and remaining part over and above INR 2 lakh shall be subject to such restriction.

45. Procedure for various facilities

Investors can request for Annual Report / Abridged Summary, Half Yearly Portfolio through any of the following means.

i. Request for Monthly/Half Yearly Portfolio / Annual Report (AR)/Abridged Summary

- a) Telephone:- Give a call to our Contact Centre at 1800 3092833.
- b) Email:- Send an email to services@unifimf.com
- c) Letter:- Submit the letter to any of the AMC Offices or CAMS investor Service Centres.

ii. Request for Net Asset Value (NAV) through SMS & Statement of Account via email.

Specific Request need to be submitted or Call to 18003092833 from your registered mobile number to receive latest NAV via SMS and Statement of Account via email.

B.Special Products offered by the AMC / Schemes

For general terms and conditions and more information, Unit holder(s) are requested to read Terms and Conditions available on www.unifimf.com

(i) Systematic Investment Plan (SIP)

Investors can benefit by investing specific Rupee amounts periodically, for a continuous period through SIP. SIP allows investors to invest a fixed amount of Rupees on daily (business days) or specific dates every month by purchasing Units of a Scheme at the Purchase Price prevailing at such time. Investors can enroll themselves for SIP in the Scheme by ticking the appropriate box in the application form and filling up the relevant SIP form. If start date for SIP period is not specified, SIP will be registered to start anytime from a period after 30 calendar days from the date of receipt of application based on the SIP date available / mentioned, subject to mandate being registered. If end date is not specified the SIP will be registered for 40 years from the start date or end date of mandate/tenure of the scheme, whichever is earlier. Availability and periodicity of SIP will be indicated in the respective SID of the scheme.

Units will be allotted at the applicable NAV as on the SIP Date opted for by the investor. Where such SIP Date is not a Business Day, Units will be allotted at the applicable NAV of the immediately succeeding Business Day.

Every scheme may have different frequency for SIP . The AMC may change the terms and conditions for SIP from time to time, due to changing market and operational conditions. Investors are advised to check the latest terms and conditions from any of the offices of the AMC, before investing.

SIP TOP-UP facility

SIP Top-Up facility provides flexibility to the investors to increase the SIP installment over the tenure of the SIP. SIP Top-Up facility will be available under the scheme offering SIP facility. SIP Top-Up frequency in case of investors availing this facility will be half yearly and yearly. If the SIP Top-Up frequency is not indicated for SIP, it will be considered as half yearly interval.

The AMC may change the terms and conditions for SIP TOP-UP facility from time to time, due to changing market and operational conditions. Investors are advised to check the latest terms and conditions from any of the offices of the AMC, before investing.

SIP Pause Facility

Under the SIP Pause Facility ('Facility'), the investor can stop the running SIP for certain period and Restart the SIP again (at a folio level) by filling up a designated Change Request Form.

The detailed terms and conditions for availing the Facility are as follows:

- a. Investors who wish to Pause their SIP instalments debit for a certain period can fill in the "SIP Pause" section. Separate form should be filled for each SIP registration.
- b. SIP Pause can be for a minimum period of 1 month to a maximum period of 6 months.
- c. SIP Pause request should be submitted 15 days before the next SIP instalment date.
- d. The SIP instalment debit will re-start in the month following the SIP Pause end month.
- e. SIP pause applications are liable to be rejected in case the details are not proper and clear or in case of incomplete details, non-clarity or ambiguity.
- f. If the Pause period is coinciding with the Top-Up facility, the SIP instalment amount post completion of Pause period would be inclusive of Top-Up amounts falling during that Top-Up cycle;
- g. It is possible that the investors' Bank does not stop the SIP debits on the instalment date or delays the processing of the SIP Pause instruction from Unifi Asset Management Private Limited ('AMC') or its agents, if the investor has given a separate standing instruction to the Bank to debit the account on the specified date. The investor will not hold the Fund/AMC/RTA responsible in whatsoever manner in such cases.
- h. Unifi Asset Management Private Limited ('AMC') or the Fund or the Registrar and other service providers shall not be responsible and liable for any damages or compensation for any loss, damage, etc. incurred by the investor due to reasons which are caused by circumstances not in the ordinary course of business and beyond the control of the Fund.

All other terms and conditions as applicable to SIP facility will be applicable to SIP Pause facility.

The Trustee reserves the right to change the terms and conditions of this facility at a later date. The Trustee also reserves the right to withdraw the SIP Pause facility.

(ii) Systematic Withdrawal plan (SWP)

A Unit Holder may, through SWP, receive regular payments by way of fixed amount withdrawals from a Scheme (in the said folio) on a monthly basis with specific SWP dates and the request should be for at least 12 such withdrawals. A Unit holder may avail of SWP by ticking the appropriate box in the application form and filling up the SWP form, specifying therein the 'SWP Date' and period. To start an SWP, the unit holder should submit the SWP form atleast seven days prior to the first desired SWP date. To discontinue the SWP, the unit holder should provide atleast 30 days written notice to the Registrar/AMCs offices.

If the Units available are less than required withdrawal amount, then such units will be redeemed and SWP facility registered in such scheme will be discontinued. Similarly, if there are no units in the Scheme to redeem or withdraw, the SWP facility registered in such Scheme will be discontinued.

In case the SWP Date happens to be a Non-Business Day, the transaction will be processed on the

immediately succeeding Business Day. On the other hand, the Mutual Fund may terminate the SWP, if all the Units concerned are liquidated or withdrawn from the account or pledged or upon the Mutual Fund's receipt of notification of death or incapacity of the Unit Holder.

SWP periodicity may change from scheme to scheme. The AMC may change the terms and conditions for SWP facility from time to time, due to changing market and operational conditions. Investors are advised to check the latest terms and conditions from any of the offices of the AMC, before investing same is available on www.unifimf.com.

(iii) Systematic Transfer Plan (STP)

A Unit Holder may transfer, through STP, part of his/her/its investment in the Scheme (in the said folio) to another Scheme on a monthly basis with specific STP dates and the request should be for at least 12 such transfers. The transfer will be effected by way of a switch, i.e. redemption of Units from one Scheme and investment of the proceeds thereof, in the other scheme, at the then prevailing terms of both schemes. Therefore, all provisions pertaining to Inter-Scheme Switching will apply to an STP (Please refer to "Switching" for provisions on switching). Also, all provisions pertaining to Exit Load in an STP transaction will be same as applicable for purchase or redemption of investment made through SIP. All transactions by way of STP shall, however, be subject to the terms (other than minimum application amount) of the target Scheme.

All terms and conditions for STP, including Exit Load, if any, prevailing in the date of STP registration by the fund shall be levied in the Scheme

STP periodicity may change from scheme to scheme. The AMC may change the terms and conditions for STP facility from time to time, due to changing market and operational conditions. Investors are advised to check the latest terms and conditions from any of the offices of the AMC, before investing same is available on www.unifimf.com.

Note:

- (i) SIP/SWP/STP facility is available in all Plans of the Scheme.
- (ii) SWP and STP facilities are available/applicable to the investors in each plan of the Scheme.
- (iii) STP/SWP facilities are currently not available to investors who wish to transact through the stock exchange mechanism.
- (iv) All systematic transactions such as SIP, STP etc. will be registered only as per the maximum validity prescribed by government/NPCI.

(iv) Switching

A switch has the effect of redemption from one scheme/ plan/option and a purchase in the other scheme/plan/ option to which the switching has been done. To effect a switch, a Unit Holder must provide clear instructions. Such instructions may be provided in writing or by completing the transaction slip/form attached to the account statement. The switch request can be made for any amount equal to or more than the amount specified for redemption in SID. A Unit Holder may request switch of a specified amount or a specified number of Units only. If the Unit Holder has specified both the amount (in Rs.) and the number of Units, switch-out of units will be carried out based on the number of units specified by the Unit Holder.

All allotments will be provisional, subject to realisation of payment instrument and subject to the AMC having been reasonably satisfied that the Mutual Fund has received clear funds.

(v) Switch of units from Regular Plan to Direct Plan within the same Scheme of the Fund:

No exit load shall be levied in case of switch of investment from Regular Plan to Direct Plan and vice versa.

Such Switch may entail tax consequences. Investors/Unit Holder(s) should consult their professional tax advisor before initiating such requests.

(vi) Pledge of Units for Loans

Units can be pledged by the Unit Holders as security for raising loans, subject to any rules/restrictions that the Trustee may prescribe from time to time.

For Units held in demat form, the rules of the respective DP will be applicable for pledge of the Units. Units held in demat form can be pledged by completing the requisite forms/formalities as may be required by the Depository. The pledge gets created in favour of the pledgee only when the pledgee's DP confirms the creation of pledge in the system.

In case of Units held in physical form, the Registrar will note and record such pledge. A standard form for this purpose is available at any of the official points of acceptance of transactions and on www.unifimf.com.

(vii) OTM - One Time Mandate ('Facility')

This Facility enables the Unit Holder/s of Unifi - Mutual Fund ('Fund') to transact with in a simple, convenient and paperless manner by submitting OTM - One Time Mandate registration form to the Fund which authorizes his/her bank to debit their account up to a certain specified limit per day, as and when they wish to transact with the Fund, without the need of submitting cheque or fund transfer letter with every transaction thereafter.

This Facility enables Unit holder(s) of the Fund to start Systematic Investment Plan (SIP) or invest lump sum amounts in any Scheme of the Fund by sending instructions through Transaction forms, and online facility specified by the AMC. This Facility is only available to Unit holder(s) of the Fund who have been assigned a folio number by the AMC.

Unit Holder(s) are requested to note that the AMC reserves the right to amend the terms and conditions, or modify, or discontinue the Facility for existing as well as prospective investors at anytime in future.

For general terms and conditions and more information, Unit holder(s) are requested to read Terms and Conditions, OTM - One Time Mandate registration form available at the Official Point of Acceptance of Transactions of AMC/ CAMS and also available on www.unifimf.com.

C.Default scenarios available to the investors under plans/options of the Scheme/s.

Pursuant to Securities and Exchange Board in India (SEBI) circular no. CIR/IMD/DF/21/2012 dated September 13, 2012, Direct Plan was introduced for all open-ended funds with effect from Jan 01, 2013. Direct Plan is a separate plan for direct investments i.e. investments not routed through a distributor. The below point summarizes the procedures which would be adopted while processing application form/transaction request by the AMC:

The default plan is "Direct Plan", in case the broker code is not stated on the application. Application with broker code will be processed under Regular plan only.

Default scenarios available to the Investors under the Plans of the Scheme:

Scenario	Broker Code mentioned by the Investor	Plan mentioned by the Investor	Default Plan to be captured
1	Not Mentioned	Not Mentioned	Direct Plan
2	Not Mentioned	Direct Plan	Direct Plan
3	Not Mentioned	Regular Plan	Direct Plan
4	Mentioned	Direct Plan	Direct Plan

5	Direct Plan	Not Mentioned	Direct Plan
6	Direct Plan	Regular Plan	Direct Plan
7	Mentioned	Regular Plan	Regular Plan
8	Mentioned	Not Mentioned	Regular Plan

In cases of wrong/ invalid/ incomplete ARN codes mentioned on the application form, the application shall be processed under Direct Plan. The AMC shall endeavour on best effort basis to obtain the correct ARN code within 30 calendar days of the receipt of the application form from the investor. In case the correct code is received within 30 calendar days, the AMC shall reprocess the transaction under Regular Plan from the date of application without any exit load.

For more details and understanding on default plan/Option, please refer the Scheme Information Document [SID] of respective scheme.

Where to submit application forms?

Investors may submit completed Application Forms as under:

During the New Fund Offer

1. Unifi AMC Authorized Collection Centers (Fresh Application & Switch) including the website of AMC.
2. Investor Service Centre (ISCs).
3. Electronic transactions through specified banks, financial institutions, or other entities with whom Unifi Asset Management Pvt. Ltd. has entered or may enter into specific arrangement for purchase/switches of units, during NFO's, if any.
4. All trading Member of Stock Exchange, who are registered with AMFI as Mutual Fund Advisors offering the facility of purchase and redemption of units through Exchanges Platform are the official Acceptance points for fresh applications if the NFO of the scheme offered through the Exchange Platform.
5. Self Certified Syndicate Banks (SCSBs) can accept applications for ASBA facility.

During the Continuous Offer

1. Investor Service Centre (ISCs) and Transaction Points (TPs) of the Registrar.
2. The office of the Registrar in Chennai - Computer Age Management Services Limited (CAMS), (Unit: Unifi MF), Anna Salai, Chennai - 600002, and all branches of the Registrar.
3. Official Acceptance Points of Unifi AMC including the website of AMC.
4. Electronic transactions through website of Unifi Mutual Fund i.e. www.unifimf.com, website of the Registrar, Specified banks, financial institutions, other entities with which Unifi Asset Management Pvt. Ltd has entered or may enter into specific arrangement for purchase/sale / switches of units. CAMS, the Registrar & Transfer Agent of Unifi Mutual Fund will be the Official Acceptance point for the transactions.
5. The AMC/ Registrar shall not be liable for any loss/ damage/ claim arising out of incorrect processing of transaction received through www.unifimf.com on account of incorrect data entered due to illegible fax, delay in receipt of fax due to technical reasons, etc.. Further, the investor shall hereby agree to indemnify the AMC / Registrar from and against all actions, loss, charges, claims, damages, expenses and demands whatsoever, which may be brought against the AMC/ Registrar and which the AMC/ Registrar shall or may sustain or be put through by reason of processing the transaction on fax/ email/ any other electronic mode.
6. All trading Member of Stock Exchange, who are registered with AMFI as Mutual Fund Advisors offering the facility of purchase and redemption of units of Unifi Mutual Funds through Exchanges Platform are the official Acceptance points for fresh applications if the NFO of the scheme offered through the Exchange Platform. Further in line with para 16.2.10 of SEBI Master Circular dated June 27, 2024, it has been decided to allow investors to directly access infrastructure of the recognised stock exchanges to purchase and redeem mutual fund units directly from Mutual Fund/ AMC.

E. Other Information

(i) Fractional Units

Since a request for Purchase or Redemption is generally made in rupee amounts and not in terms of a fixed number of Units of a Scheme, an investor may be left with fractional Units. Purchases, redemptions and account balances of Units are calculated upto three decimal places. However, Fractional Units will not adversely affect the investor's ability to redeem the Units, either in part or in full, standing to the credit of the Unitholder.

(ii) Validation of Email ID/ Mobile Number

1. RTA shall carry out basic validations to check for correctness in terms of the syntax, invalid mobile number/ email address/ domain, etc. RTA shall update only validated contact details in investor folio, including those sourced from KRA.
2. Platforms are advised to authenticate the contact details received in digital mode prior to submission to RTA to avoid failures
3. RTA shall run a verification process to detect seeding of contact details of intermediaries (MFD, RIA, RTA, AMC) or their employees in folios which do not belong to such persons/entities. RTA shall look up the Central Distributor master and Employee Unique Identity Number (EUIN) master maintained by CAMS (as a service provider to AMFI for management of ARN and EUIN), RIA master maintained by RTA, employee master of RTA and employee master shared by AMC.
4. The contact details of Foreign Portfolio Investors (FPI) shall be permitted to be registered in the relevant folios.
5. On detection of any instance of contact details not belonging to the customer, such contact details shall be removed from the investor folios and an intimation may be sent to the investor.
6. On detection of any such instance of multiple investors with common contact details, RTA shall request the investor to either submit a declaration stating that the contact details belong to the 'Family' of the investor or submit a request to modify contact details. Family means self, spouse, dependent children, dependent siblings, dependent parents, and a guardian in case of a minor.
7. AMC/RTA shall carry out the various processes as listed in stated AMFI Circular to authenticate the contact details prior to updating a new contact detail in investor records.

Two Factor Authentication for Redemptions

1. Two-Factor Authentication (2FA) shall be required to be performed for all redemptions received in non-physical modes, i.e. where signature verification is not possible including web, app, SMS, email, etc.
2. 2FA shall be undertaken by sending OTP to the contact details registered in the investor folio with the AMC.
3. Online Channel Partner Platforms shall provide contact details viz. email ID and/or mobile number used for 2FA, as part of transaction feeds. RTAs shall reject redemption transaction if the contact details provided by the Platform do not match with the registered contact details in the investor folio of the AMC.
4. 2FA shall be carried out at the time of investor placing the Redemption/ Switch Request. With respect to Systematic Plans (Withdrawal and Transfer), a one-time two-factor authentication shall be carried out at the time of registration of the Systematic Transaction Request.
5. Redemption triggered by the AMC (maturity, merger, winding up of a scheme) will not require 2FA.

(iii) Updation of contact details:

As per AMFI Best Practice Guidelines the contact details i.e. email ID and/or mobile number is to be validated by receiving electronic confirmation. The contact details which are not validated will not be registered in the folio. In case the investors desire to register any of the contact details of any of

the family member, the declaration is to be provided in the application at the time of investing or by way of separate request. In case of change of both email and Mobile number in an investor folio, there shall be a cooling period of 10 calendar days for acceptance of change of bank mandate.

(iv) Technical issues when transactions are processed through online facilities/ electronic modes.

The time of transaction done through various online facilities/ electronic modes offered by the AMC, for the purpose of determining the applicability of NAV, would be the time when the request for purchase / SIP/ sale / switch of units is received in the servers of AMC/RTA. In case of transactions through online facilities / electronic modes, there may be a time lag of few seconds or upto 5-7 banking days between the amount of subscription being debited to investor's bank account and the subsequent credit into the respective Scheme's bank account. This lag may impact the applicability of NAV for transactions where NAV is to be applied, based on actual realization of funds by the Scheme. Under no circumstances will Unifi Asset Management Private Limited or its bankers or its service providers be liable for any lag / delay in realization of funds and consequent pricing of units.

VII. RIGHTS OF UNITHOLDERS OF THE SCHEME

The following are the rights of the unitholders:

- (i) Unit holders of the scheme have a proportionate right in the beneficial ownership of the assets of the scheme.
- (ii) When the Mutual Fund declares an Income Distribution cum Capital Withdrawal (IDCW)/dividend under a scheme, IDCW/ dividend warrants shall be dispatched to the Unit Holders within 7 working days from the record date of IDCW/dividend.
- (iii) Consolidated Account Statement ('CAS') at mutual fund industry level for each calendar month will be issued on or before 15th day of succeeding month to all unit holders having financial transactions and who have provided valid Permanent Account Number (PAN). For folios not included in the CAS, the AMC shall issue a monthly account statement to the unit holders, pursuant to any financial transaction done in such folios; the monthly statement will be send on or before 15th day of succeeding month. In case of a specific request received from the unit holders, the AMC shall provide the account statement to the unit holder within 5 business days from the receipt of such request.
- (iv) The Mutual Fund shall dispatch redemption or repurchase proceeds within 3 working days of accepting the valid redemption or repurchase request. For schemes investing at least 80% of total assets in such permissible overseas investments, 5 Working Days of accepting the valid redemption or repurchase request. Further, in case of exceptional scenarios as prescribed by AMFI vide its communication no. AMFI/ 35P/ MEM-COR/ 74 / 2022-23 dated January 16, 2023, read with para 14.1.3 of SEBI Master Circular No. SEBI/HO/IMD/IMD-PoD-1/P/CIR/2024/90 dated June 27, 2024 (SEBI Master Circular), the AMC may not be able to adhere with the timelines prescribed above.
- (v) The Trustee is bound to make such disclosures to the unitholders as are essential in order to keep them informed about any information known to the Trustee which may have a material adverse bearing on their investments.
- (vi) The appointment of the AMC for the Mutual Fund can be terminated by majority of the directors of the Trustee board or by 75% of the unitholders of the scheme.
- (vii) 75% of the unitholders of a scheme can pass a resolution to wind-up a scheme.
- (viii) The Trustee shall obtain the consent of the unit holders:
 - (a) whenever required to do so by SEBI, in the interest of the unitholders.
 - (b) whenever required to do so if a requisition made by three-fourths of the unitholders of the scheme.
 - (c) when the Trustee decides to wind up the scheme or prematurely redeem the units.
- (ix) The Trustee shall ensure that no change in the fundamental attributes of any scheme or the trust or fees and expenses payable or any other change which would modify the scheme and affects the interest of unitholders, shall be carried out unless:
 - (a) a written communication about the proposed change is sent to each unitholder and an advertisement is given in one English newspaper having nationwide circulation as well as in

a newspaper published in the language of the region where the head office of the Mutual Fund is situated; and

- (b) The unitholders are given an option to exit at the prevailing NAV without any exit load.
- (x) In specific circumstances, where the approval of unitholders is sought on any matter, the same shall be obtained by way of a postal ballot or such other means as may be approved by SEBI.
- (xi) In order to facilitate awareness of investors about various activities which an investor deals with, SEBI has prepared an Investor Charter for Mutual Funds, inter-alia, detailing the services provided to Investors, Rights of Investors, and various activities of Mutual Funds with timelines, DOs and DON'Ts for Investors and Grievance Redressal Mechanism. The same has been available on the website of AMC.

VIII. INVESTMENT VALUATION NORMS FOR SECURITIES AND OTHER ASSETS

The Fund shall value its investments according to the valuation norms, as specified in the Eighth Schedule of the Regulations, or such guidelines / recommendations as may be specified by SEBI/AMFI from time to time.

1. Introduction

Regulation 47 and the Eighth schedule to the SEBI (Mutual Funds) Regulations, 1996 provides the principles of Fair Valuation of securities by the mutual funds, which governs the valuation policy adopted by Unifi Mutual Fund, along with the various circulars issued by the SEBI from time to time.

The Regulations require that mutual funds shall value their investments in accordance with the principles of fair valuations. It further prescribes that the valuation shall be reflective of the realizable value of the securities and should take into consideration prices of the same security or similar security reported on all available public platforms.

The valuation shall be done in good faith and in a true and fair manner through appropriate valuation policies and procedures including dealing with exceptional events, duly approved by the Board of Asset Management Company.

The Regulation also states that in case of any conflict between the principles of fair valuation and valuation guidelines as per Eighth schedule and circulars issued by SEBI, the principles of fair valuation shall prevail. AMC / Sponsor shall be liable to compensate investors / schemes for any unfair treatment to any investor as a result of inappropriate valuation.

The purpose of the Valuation Policy is primarily to:

- Describe the methodologies for valuing each type of security held by the schemes.
- Ensure the appropriateness of the methodologies used.
- Describe the process to deal with the exceptional events;
- Address conflict of interest.
- Ensure transparency by making appropriate disclosures.

2. Valuation Policies and Procedures

Unifi Mutual Fund shall value its investments in accordance with the overarching principles of fair valuation as enshrined above. The methodologies for each type of security held by the schemes are provided in **Annexure A**.

Investment in any new type of security shall be made only after establishment of the valuation methodology for such security with the approval of the Board of the AMC.

All inter-scheme transactions in debt and money market securities (incl. government securities) shall be priced at average of security level prices obtained from valuation agencies, currently

CRISIL and ICRA.

Waterfall Mechanism for valuation of money market and debt securities to be used by valuation agencies and guidelines issued by AMFI on polling process for money market and debt securities is provided in **Annexure B**.

3. Exceptional events

In case of exceptional events, the process and methodologies as determined by the Valuation Committee shall be considered. Given the dynamic nature of the markets, defining standard processes and procedures for handling exceptional events may not be appropriate.

The illustrative list of exceptional events is as under:

- Policy announcements by the Reserve Bank of India (RBI), the Government or any Regulatory body for e.g. SEBI, AMFI etc.
- Significant volatility in the securities markets
- Market Illiquidity
- Any other event considered exceptional by the Valuation Committee

4. Conflict of Interest

If any situation arises that leads to conflict of interest, the same shall be raised to the Valuation Committee and the Committee shall address the same such that the valuation provides for fair treatment to all investors. In the normal course of business, so long as the standard valuation policies are adopted, no conflict of interest issue arises.

5. Deviation

Investments shall be valued as per the methodologies mentioned in this Policy, which aim to enable true and fair valuation of securities. However, if the valuation of any particular security does not result in fair / appropriate valuation or under exceptional circumstances, the Valuation Committee would have the right to deviate from the established policies in order to value the security at fair / appropriate value. Deviations from the valuation policy, if any, will be informed to the AMC and Trustee Board and will be communicated to the investors vide appropriate disclosures on the Mutual Fund's website.

6. Periodic Review

The valuation committee shall update the Board of AMC and Board of Trustee, on the effectiveness of the methodologies and deviations or incorrect valuations at least every quarter. It shall also be reviewed periodically by the internal auditors and annually by the independent auditors to ensure appropriateness.

7. Disclosure and Record keeping

In order to ensure transparency of valuation norms by Unifi Asset Management Private Limited, the valuation policy and procedures shall be disclosed in the Statement of Additional Information (SAI) and on the website. All the documents which form the basis of valuation shall be maintained in electronic or physical form. These records shall be preserved in accordance with the norms prescribed by the SEBI Regulations and guidelines.

Annexure A

A. Equity and Related Instruments

<p>1. Traded Securities- Equity and Equity Related Securities (Including Redeemable Preference shares and Cumulative Convertible Preference Share (CCPS), Partly Paid-up Equity Shares & Warrants)</p> <p>On the valuation day, at the last quoted closing price on the National Stock Exchange (NSE) or Bombay Stock Exchange, where such security is listed. NSE is the Principal Stock Exchange for the purpose of our valuation. If the stock is not traded / quoted on NSE, then the last quoted closing price of BSE or any other stock exchange will be considered.</p> <p>When a security is not traded on any stock exchange on a particular valuation day, the value at which it was traded on NSE or BSE or any other stock exchange, as the case may be, on the earliest previous day may be used provided such date is not more than thirty days prior to the valuation date.</p>
<p>2. Non- Traded Securities</p> <p>(i) <u>Securities not traded for more than 30 days:</u></p> <p>a. Equity Shares - Valuation price will be in accordance with the SEBI norms i.e. valuation will be computed on the basis of average of book value and the derived value arrived by multiplying Earnings Per Share (EPS) with the discounted Industry PE ratio (25% of the Industry PE Ratio). A further discount of 10% for illiquidity shall be done for arriving at the valuation price. EPS of the last audited annual accounts shall be considered for this purpose.</p> <p>b. Preference Shares: Intrinsic Value will be considered subject to illiquidity discount;</p> <p>(ii) Equity Warrants/Rights Entitlement/Partly paid-up rights shares:</p> <p><u>1. For Equity Warrants / Partly Paid-up rights shares:</u></p> <p>Valuation price will be arrived, after applying appropriate discount (valuation committee delegated power to decide the discounting factor) after reducing the exercise price/issuance price from the closing of the underlying cash equity security.</p> <p><u>2. Rights Entitlement:</u></p> <p>Until they are traded, the value of the rights shares shall be calculated as $V_r = n/m * (P_{ex}P_{of})$ Where V_r = Value of Rights; n = no. of rights; m = no. of original shares held; P_{ex} = Ex-rights price; P_{of} = Rights Offer Price.</p> <p>In case the Rights Offer Price is greater than the ex-rights price, the value of the rights entitlement shall be taken as zero.</p> <p><u>3. Warrants:</u></p> <p>In respect of warrants to subscribe for shares attached to instruments, the warrants will be valued at the value of the share which would be obtained on exercise of the warrant as reduced by the amount which would be payable on exercise of the warrant. The value of warrant = (Value of underlying shares-exercise price). Appropriate illiquidity discount will</p>

be applied to account for the period which must elapse before the warrant can be exercised. If the amount payable on exercise is higher than the value of the share, the value of the warrant should be taken as zero.

4. Partly Paid-up Share:

If the partly paid-up share is not traded on any stock exchange on the date of valuation, then it should be valued at the price derived after reducing the uncalled amount from the Closing price of underlying fully paid-up share. Further Valuation Committee to decide on application of illiquidity discount as deemed appropriate on case-to-case basis.

iii) Demerger:

Where at least one resultant company is not immediately listed, valuation price will be worked out by using cum-price before demerger reduced for quoted price of the listed demerged and/or resultant company(ies) or in case of demerger pending listing, the resultant company/ies shall be valued at the intrinsic value arrived at on the date of corporate action. Alternatively, an independent valuation of the security by any authorised firm shall be obtained.

In case the value of the traded security of the demerged entity is equal to or in excess of the value of that entity before demerger, then the security of the non-traded entity will be valued at zero.

If the resultant companies remained unlisted for more than 3 months, the Valuation Committee to decide on application of illiquidity discount as deemed appropriate on case-to-case basis."

iv) Merger:

"Valuation of a resulting company would be determined by valuation of merging or amalgamating company immediately prior to the ex-date of merger or amalgamation.

(a) In case, merging or amalgamating companies being listed, the valuation of resulting companies would be summation of valuation of entities immediately prior to merger date; further if listed company merges into an unlisted surviving company, then the surviving company would be valued at the traded value of merging company immediately before merger; For example: 1. If company A and B merged to form a new company C, then company C would be value at the price equals to A+B; 2. If company A which is a listed company merges into Company B which is unlisted, would be valued at traded price of A immediately before merger; (b) In case one of the merging or amalgamating companies being unlisted, valuation of resulting companies would be valued on the principles of fair valuation as guided by the valuation committee. If the above companies are unlisted for more than 3 months, valuation committee shall decide on application of illiquidity discount on case-to-case basis."

3. Thinly Traded Securities

When trading in an equity/equity related security in a calendar month is both less than INR 5 lacs and the total volume is less than 50,000 shares, it shall be considered as a thinly traded security. Valuation will be computed on the basis of average of book value and the derived value computed on the basis of the EPS and PE Ratio (with appropriate discount to Industry PE) further discounted for illiquidity.

4. Unlisted Securities (excluding instruments pending for listing)

Unlisted equity shares of a company shall be valued "in good faith" on the basis of the valuation principles laid down below:

a. Based on the latest available audited balance sheet, net worth shall be calculated as lower of (i) and (ii) below:

i. Net worth per share = [share capital plus free reserves (excluding revaluation reserves) minus Miscellaneous expenditure not written off or deferred revenue expenditure, intangible assets and accumulated losses] divided by Number of Paid-up Shares.

ii. After taking into account the outstanding warrants and options, Net worth per share shall

<p>again be calculated and shall be = [share capital plus consideration on exercise of Option/Warrants received/receivable by the Company plus free reserves(excluding revaluation reserves) minus Miscellaneous expenditure not written off or deferred revenue expenditure, intangible assets and accumulated losses] divided by {Number of Paid up Shares plus Number of Shares that would be obtained on conversion/exercise of Outstanding Warrants and Options}.</p> <p>The lower of (i) and (ii) above shall be used for calculation of net worth per share and for further calculation in (c) below.</p> <p>b. Average capitalisation rate (P/E ratio) for the industry based upon either BSE or NSE data (which should be followed consistently and changes, if any, noted with proper justification thereof) shall be taken and discounted by 75% i.e. only 25% of the Industry average P/E shall be taken as capitalisation rate (P/E ratio). Earnings per share of the latest audited annual accounts will be considered for this purpose.</p> <p>c. The value as per the net worth value per share and the capital earning value calculated as above shall be averaged and further discounted by 15% for illiquidity so as to arrive at the fair value per share.</p> <p>The above methodology for valuation shall be subject to the following conditions: All calculations as aforesaid shall be based on audited accounts. In case where the latest balance sheet of the company is not available within nine months from the close of the year, unless the accounting year is changed, the shares of such companies shall be valued at zero.</p> <p>iii. If the net worth of the company is negative, the share would be marked down to zero.</p> <p>iv. In case the EPS is negative, EPS value for that year shall be taken as zero for arriving at capitalised earning. In case an individual security accounts for more than 5% of the total assets of the scheme, an independent valuer shall be appointed for the valuation of the said security. To determine if a security accounts for more than 5% of the total assets of the scheme, it should be valued in accordance with the procedure as mentioned above on the date of valuation.</p> <p>vi. At the discretion of the AMC and with the approval of the trustees, an unlisted equity share may be valued at a price lower than the value derived using the aforesaid methodology.</p>
<p>5. Valuation of Illiquid Securities</p> <p>Aggregate value of “illiquid securities” under a scheme which are defined as non-traded, thinly traded and unlisted equity shares, shall not exceed 15% of the total assets of the scheme and any illiquid securities held above 15% of the total assets shall be assigned as zero value.</p>
<p>6. Lock in Shares</p> <p>In case of Equity share under lock in for more than 3 months from the date of purchase / allotment, which are traded on the stock exchanges, the investment manager may apply appropriate discount to the closing price quoted on the stock exchange as may be decided by the Valuation Committee on a case to case basis.</p>
<p>7. Application Money for Primary Market Issue</p> <p>Application money for primary market issue should be valued at cost upto 30 days from the closure of the issue and/or allotment. If the security is not listed within 30 days from the date of closure or allotment, application money is to be valued as per the direction of valuation committee.</p>
<p>8. Suspended Security</p> <p>In case trading in an equity security is suspended upto 30 days, then the last traded price would be considered for valuation of the security. If an equity security remains suspended for trading on the stock exchanges more than 30 days, then it would be valued as Non-traded security.</p>
<p>9. Inter Scheme Transfer</p> <p>Inter-scheme would be done at the Price of the security prevailing on the NSE, primary stock exchange at the time of effecting the transfer. If not traded on the primary stock exchange, the closing price of other stock exchange (BSE) will be considered.</p>
<p>10. Derivatives – Futures and Options (traded/non-traded)</p> <p>On the valuation day, at the settlement price provided by the respective Stock Exchanges.</p>
<p>11. Qualified Institutional Placement (QIP) / Follow on Public Offer (FPO)/ Initial Public offer</p>

In case of QIP and FPO recognition and valuation would start from the date of allotment. In case of IPO the security would be valued at cost from the date of allotment till a day prior to listing and on last quoted closing price (as mentioned above under Traded criteria) from the day of listing.

12. Convertible Debentures

In respect of convertible debentures and bonds, the non-convertible and convertible components shall be valued separately. The non-convertible component (Debt) should be valued on the same basis as would be applicable to a debt instrument. The convertible component (Equity) should be valued on the same basis as would be applicable to an equity instrument/equity derivative. If, after conversion the resultant equity instrument would be traded pari passu with an existing equity instrument which is traded, the value of the latter instrument can be arrived at after an appropriate discount for non-tradability, time value, volatility etc. of the equity instrument during the period preceding the conversion. While valuing such instruments, the fact whether the conversion is optional should also be factored in.

13. Compulsory Convertible Debentures (CCDs)

Until listing, if prices are not available from AMFI approved valuation agencies, it will be valued at cost and appropriate illiquidity discount maybe provided.

On listing, valuation will be at the last quoted closing price on NSE.

Where the security is not traded on the NSE on a valuation date, the last quoted closing price on BSE may be used. If the security is not traded on both NSE and BSE on a valuation date and the prices are received from valuation agencies, the average prices provided by the agencies will be used.

In case the security is not traded for more than 30 days and prices of approved agencies are not available, CCDs will be valued at fair value as per procedures given below:

(i) Each CCD shall be converted into such number of Equity shares based on the conversion price arrived in accordance with the offer documents.

(ii) In case the CCD has two components viz., one component having bond carrying a coupon rate and second component having an embedded forward contract for compulsory conversion into equity, at a pre-determine formulae, linked to the underlying price of the stock on the exchange, the valuation derived would be a summation of the bond valuation and the Net Present Value (NPV) of the gain/loss on the embedded forward contract for conversion into equity shares.

(iii) **Valuation of Bonds:** The same will be valued as per the framework for debt securities/instruments provided by AMFI until the prices are provided by the valuation agencies.

(iv) **Valuation of Embedded forward contract for equity conversion:** The embedded forward contract has three elements - time value, price movement of the underlying stock and illiquidity risk. The time value (NPV) is the discounting factor, as derived from the bond valuations from valuation agencies.

(v) In case the conversion is scheduled after completion of specified period/years as mentioned in the offer documents, the value arrived will be reduced by appropriate illiquidity discount on the gain, if any, as may be specified by SEBI under the applicable guidelines or as may be decided by valuation committee.

The valuation committee may exercise its discretion to value the security at a conservative value i.e. at cost or as per the above methodology whichever is lower to ensure fair valuation.

B. Fixed Income and related securities

Security level prices provided by Valuation Agencies will be used for valuation of debt and money market instruments. AMFI has designated CRISIL Ltd ('CRISIL') and ICRA online Limited ('ICRA') as valuation agencies. The detailed guidelines for valuation of debt and money market instruments are as under:

1. Valuation of all Debt and Money Market Instruments with Residual Maturity greater than 30 days.

1. Securities, [including Government Securities, Treasury Bills, Cash Management Bills, State Development bonds etc., Reverse Repo, Corporate Debt Repo, TREPS] all with residual maturity greater than 30 days, shall be valued at average of the security level prices provided by valuation agencies. In case security level prices are not given by valuation agencies, then such securities will be valued at weighted average purchase yield on the date of allotment / purchase.

2. Valuation of Securities with Put/Call Options

The options embedded securities would be valued as follows:

(a) Securities with Call option

The securities with call option shall be valued at the lower of the value as obtained by valuing the security to final maturity and valuing the security to call option. In case there are multiple call options, the lowest value obtained by valuing to the various call dates and valuing to the maturity is to be taken as the value of the instrument.

In case of AT1 Bonds, the 'yield to call' would only be considered as per SEBI circular dated August 5, 2024.

(b) Securities with Put Option

The securities with put option shall be valued at the higher of the value as obtained by valuing the security to final maturity and valuing the security to put option. In case there are multiple put options, the higher value obtained by valuing to the various put dates and valuing to the maturity is to be taken as the value of the instrument.

(c) Securities with both put/call option

The securities with both put and call option on the same day and having the same put and call price, shall be deemed to mature on that day and valued accordingly.

In all other cases, the cash flow of each put/call option shall be evaluated and the security shall be valued on the following basis:

- (1) Identify the 'put trigger date', a date on which 'price to put option' is the highest when compared with price to other put options and maturity price.
- (2) Identify a 'call trigger date', a date on which 'price to call option' is the lowest when compared with price to other call options and maturity date.
- (3) In case no Put Trigger Date or Call Trigger Date is available, then valuation would be done to maturity price. In case one Trigger is available, then valuation would be done as to the said trigger date. In case both trigger dates are available, then valuation would be done to the earliest date.

If the put option is not exercised, by a mutual fund when exercising such put option would have been in favour of the scheme, in such cases the justification for not exercising the put option shall be provided to the Board of AMC and Trustees.

In respect of valuation of securities with multiple put options present ab-initio wherein put option is factored into valuation of the security by the valuation agency, If the put option is not exercised by a Mutual Fund, while exercising the put option would have been in favour of the scheme;

1. A justification for not exercising the put option shall be provided by the Unifi MF to the Valuation Agencies, Board of AMC and Trustees on or before the last date of the notice period.

2. The Valuation Agencies shall not take into account the remaining put options for the purpose of valuation of the security.

The put option shall be considered as 'in favour of the scheme' if the yield of the valuation price ignoring the put option under evaluation is more than the contractual yield/coupon

rate by 30 basis points.

Note: It is clarified that the maturity of perpetual bonds (Other than bonds issued under Basel III framework) shall be treated as 100 years from the date of issuance of the bond for the purpose of valuation.

3. Valuation of money market and debt securities classified as below investment grade or default.

All money market and debt securities which are rated below investment grade shall be valued at the average of the security level price provided by valuation agencies.

Till such time the valuation agencies compute the valuation of money market and debt securities classified as below investment grade, such securities shall be valued by the valuation agencies on the basis of indicative haircuts. These indicative haircuts shall be applied on the date of credit event i.e. migration of the security to sub-investment grade and shall continue till the valuation agencies compute the valuation price of such securities. The indicative hair cut shall also be applied to any accrued interest also. (the indicative haircut communicated by AMFI vide its communication dated April 30, 2019 is given as Note A below).

If security is traded, it will be valued at lower of weighted average traded price available on public platform or average of the security level price provided by valuation agencies.

In case of trades after the valuation price is computed by the Valuation Agencies as referred above and where the traded price is lower than such computed price, such traded price shall be considered for the purpose of valuation and the valuation price may be revised accordingly.

The trades referred above shall be of a minimum size as determined by valuation agencies.

In absence of the above information the valuation shall be arrived at basis guidance from Valuation Committee. In case of any deviation from the valuation price for money market and debt securities rated below investment grade provided by the valuation agencies, AMC shall follow the procedure as mentioned in SEBI Circular No SEBI/HO/IMD/DF4/CIR/P/2019/41 dated March 22, 2019 and SEBI Circular No SEBI/HO/IMD/DF4/CIR/P/2019/102 dated September 24, 2019.

Treatment of Future Recovery

Any recovery shall be adjusted against the accrued interest recognized in the NAV and any balance shall be adjusted against the value of principal recognized in the NAV. Any recovery in excess of the carried value (i.e. the value recognized in NAV) should then be applied first towards amount of interest written off and then towards amount of principal written off.

4. Interest Rate Futures

The exchange traded Interest Rate Futures would be valued based on the Daily settlement Price or any other derived price provided by the exchange

5. Interest Rate Swaps and other Debt OTC Derivatives

Valuation would be done at average of Price provided by valuation agencies. In absence of Price from valuation agencies, valuation shall be arrived at basis guidance from Valuation Committee.

6. Market Linked Debentures

Valuation would be done at average of Price provided by valuation agencies. In absence of Price from valuation agencies, valuation shall be arrived at basis guidance from Valuation Committee.

7. Bank Fixed Deposits and Repurchase (Repo) transactions including Repo on Corporate Bond

Repurchase transactions (REPO) including tri-party Repo i.e. TREPS, Repo on corporate

debt except overnight Repo, shall be valued at average of security level prices provided by the valuation agencies. In case the price is not available from valuation agencies, such security will be valued at purchase yield/price on the date of allotment/purchase.

In case of Overnight Repo's, shall be valued on cost plus accrual basis.

Terms deposits with commercial banks shall be valued on cost plus accrual basis where the tenor is upto 30 days.

8. Partly Paid Debentures: As Per AMFI Best practice guidelines dated July 26, 2024 following are the guidelines on Investment in Partly Paid debentures:

1. Mutual Fund schemes shall make investment in partly paid debentures only when payment of the remaining amount is linked to clear, pre-defined events (i.e. is subject to conditions precedent). For avoidance of doubt any event which is purely time based shall not be considered as a pre-defined event. Such conditions precedent should be clearly outlined in the Agreement for subscription of the debentures / Offer Document for the issue, as the case may be. Conditions precedent mean the clearly defined obligations / events that need to be fulfilled before calling upon the investor to make payment for the remaining portion of the subscription. Such obligations/ events, to name a few, could include achievement of certain milestones linked with the object for which the debentures were issued or linked to the enhancement of credit rating of the Issuer or linked to other financial or operating parameters of the Issuer or linked to the happening of an event. AMCs shall not resort to the practice of investing in partly paid debentures without any condition precedent.

2. There should not be any linkages across schemes while investing in partly paid debentures. For example: if the agreement for partly paid debentures also envisages investment in any other type of instrument such as a commercial paper then the AMC should ensure that subscription to the residual part of the issue/ the investment in the other instrument is made by the scheme which made the original investment in partly paid debentures.

3. While investing in partly paid debentures, AMCs shall ensure that interest of one set of unitholders/ schemes is not compromised at the cost of another.

4. All regulatory limits have to be complied with at the time of each such part payment.

5. In order to avoid a situation where a MF scheme is unable to honour future part payments, AMCs should avoid excessive concentration in partly paid debentures.

6. Any investment in partly paid debentures has to be disclosed in the monthly portfolio disclosures of the scheme. This should include, inter-alia, the amount that has been contracted but not yet paid by the scheme, the dates of such future pay-ins, triggers for future pay-ins as well as any other detail that in the fund house's view may be of material interest to its investors.

7. Investment in Partly Paid Debenture is subject to a cap on maximum investment of Mutual Fund Scheme at 5% of the AUM of the scheme. However, once the Partly Paid Debentures are fully paid up, the cap on maximum investment of Mutual Fund Scheme at 5% of the AUM of the scheme will not apply.

8. Methodology for valuation of partly paid debentures

(a) Price calculation:

Cash flows are plotted using the details provided in the term sheet. The same is then discounted using YTM derived for that particular ISIN. Prices are set on face value of Rs 100 (when fully paid), and as per actual paid up value as per valuation date. Cash flows are plotted till actual maturity or deemed maturity (explicit put call option on same date and same value). Two types of securities are available:

a. Pay-in dates and pay-in values are clearly defined – In such case future pay-ins are plotted as per details available in term sheet.

b. Pay in dates and pay in values are not clearly defined or are linked to occurrence of some event or is optional linked to on demand from issuer/investor for making such pay-ins – In such case, since pay-in dates/pay-in values can't be estimated, such future pay-ins are

factored on actual basis on receipt of information. (Mutual Funds cannot buy these PPDs as per the AMFI Best Practices Guidelines circular no. 83 dt. 18-Nov-2019 which is clarified in point no 1 as AMCs shall not resort to the practice of investing in partly paid debentures without any condition precedent.)

(b) Yield Calculation:

Yields for the ISIN are derived on a daily basis using the standard waterfall approach prescribed for corporate bonds. Definitions of similar maturity, similar issuer, outlier security remains same as other normal securities.

9. AT-1 and Tier 2 issued under Basel III framework.

AT-1 and Tier 2 bonds will be valued at average of the security level prices provided the valuation agencies. For arriving at security level pricing, waterfall approach to be following by valuation agencies is provided as **Annexure C**.

10. Waterfall Mechanism for Valuation of money market and debt and government securities

SEBI vide circular no. SEBI/HO/IMD/DF4/CIR/P/2019/102 dated September 24, 2019 has laid down broad principles for waterfall approach to be followed for valuation of debt, money market and government securities. The said circular prescribes AMFI shall ensure valuation agencies have a documented waterfall approach for valuation of Debt & money market securities.

The AMFI best practices guidelines circular (135/BP/83/2019-20) dated November 18, 2019 provided guidelines on waterfall approach to be followed for valuation money market and debt securities. The waterfall approach is documented in **Annexure B**.

11. Changes in the Terms of Investment

While making any change to terms of an investment, AMC shall adhere to the following conditions:

1. Any changes to the terms of investment, including extension in the maturity of a money market or debt security, shall be reported to valuation agencies and SEBI registered Credit Rating Agencies (CRAs) immediately, along-with reasons for such changes.
2. Any extension in the maturity of a money market or debt security shall result in the security being treated as "Default", for the purpose of valuation.
3. If the maturity date of a money market or debt security is shortened and then subsequently extended, the security shall be treated as "Default" for the purpose of valuation.
4. Any put option inserted subsequent to the issuance of the security shall not be considered for the purpose of valuation and original terms of the issue will be considered for valuation.

12. Valuation of securities not covered under the current valuation policy.

1. In case of securities purchased by the mutual fund do not fall within the current framework of the valuation of securities then the mutual fund shall report immediately to AMFI regarding the same. Further, at the time of investment AMC shall ensure that the total exposure in such securities does not exceed 5% of the total AUM of the scheme.
2. AMFI has been advised that the valuation agencies should ensure that the valuation of such securities gets covered in the valuation framework within six weeks from the date of receipt of such intimation from mutual fund.
3. In the interim period, till AMFI makes provisions to cover such securities in the valuation of securities framework, the AMC shall value such securities using their proprietary model which has been approved by their independent trustees and the statutory auditors.

13. Treatment of Upfront Fees on Trades

As Per AMFI Best practice guidelines dated November 18, 2019, following are the guidelines on Upfront Fees on Trades:

1. Upfront fees on all trades (including primary market trades), by whatever name and manner called, would be considered by the valuation agencies for the purpose of valuation of security.

2. Details of such upfront fees should be shared by the AMC on the trade date to the valuation agencies as part of the trade reporting to enable them to arrive at the fair valuation for that date.
3. For accounting, such upfront fees should be reduced from the cost of the investment in the scheme that made the investment.
4. In case upfront fees are received across multiple schemes, then such upfront fees should be shared on a pro-rata basis across such schemes.

14. Deviations where the prices given by Valuation Agencies are not considered for valuation.

In case AMC decides to deviate from the valuation prices or indicative haircut given by the Valuation Agencies, the detailed rationale for each instance of deviation shall be recorded by the AMC. The rationale for deviation along-with details such as information about the security (ISIN, issuer name, rating etc.), price at which the security was valued vis-a-vis the price as per the Valuation Agencies and the impact of such deviation on scheme NAV (in amount and percentage terms) shall be reported to the Board of AMC and Trustees. The rationale for deviation along-with details mentioned above shall be disclosed immediately and prominently, under a separate head on website of AMC. Further, while disclosing the total number of instances of deviation in the monthly and half-yearly portfolio statements. AMC shall also provide the exact link to the website for accessing the information mentioned above

Note A: The indicative hair communicated by AMFI is as under:

1. Haircuts for senior, secured securities (indicative & subject to change by valuation agencies)

Rating/ Sector	Infrastructure, Real estate, Hotels, Loan against shares and Hospitals	Other Manufacturing and Financial Institutions	Trading, Gems & Jewellery and others
BB	15%	20%	25%
B	25%	40%	50%
C	35%	55%	70%
D	50%	75%	100%

2. Haircuts on subordinated and unsecured (or both) securities (indicative & subject to change by valuation agencies)

Rating/ Sector	Infrastructure, Real estate, Hotels, Loan against shares and Hospitals	Other Manufacturing and Financial Institutions	Trading, Gems & Jewellery and others
BB	25%	20%	25%
B	50%	40%	50%
C	70%	55%	70%
D	100%	75%	100%

C. Foreign Securities including ADR/GDR [excluding valuation of units of overseas mutual funds and units of overseas Exchange Traded Funds (ETFs)]

a) Traded Securities
<p>Foreign security shall be valued based on the last quoted closing price available on the overseas stock exchange, where the security is listed, on multiple exchanges, price of the primary stock exchange in the respective jurisdiction would be considered for valuation.</p> <p>When a security is not traded on stock exchange on the date of valuation, then the previous closing price will be used for valuation, provided such closing price is not exceeding a period of 30 calendar days.</p> <p>However, in case of an extra ordinary event in other markets during the market hours or post the closure of the markets but before NAV computation, the AMC shall value the security at suitable fair value as determined by the Valuation Committee on a case-to-case basis. Further the valuation committee reserves right to suitably modify the defined priority or valuation methodology by documenting rationale for exception to the above defined policy.</p> <p>On valuation date, all assets and liabilities in foreign currency shall be valued in Indian Rupees at the reference rate available on FBIL.'s (Financial Benchmarks India Pvt Ltd) website as at the close of banking hours on the relevant business day in India.</p>
b) Non-traded Securities
<p>Where the security is not traded, on the date of valuation, on any of the exchanges the last quoted closing price on the selected / primary stock exchange shall be used provided such date is not more than thirty days prior to the valuation date. Securities not traded for more than thirty days shall be valued by AMC at fair value after considering relevant factors on case-to-case basis.</p> <p>On valuation date, all assets and liabilities in foreign currency shall be valued in Indian Rupees at the reference rate available on FBIL.'s (Financial Benchmarks India Pvt Ltd) website as at the close of banking hours on the relevant business day in India.</p>

D. Investment in Mutual Funds (including ETFs) and corporate debt Market Development Fund of India

1. Domestic Mutual Funds - Units
<p>As per guidelines issued by AMFI, Mutual Fund Units (including ETF's) listed and traded on exchanges would be valued at the last quoted closing price on the National Stock Exchange (NSE)/ Bombay Stock Exchange (BSE) or other stock exchange, where such security is listed. If not traded on the primary stock exchange, the closing price on the other stock exchange will be considered. NSE will be the primary stock exchange.</p> <p>Unlisted Mutual Fund Units and listed but not traded Mutual Fund Units (including ETF's) would be valued at the NAV as on the valuation day In case if on any valuation day the domestic mutual fund is having a non-business day then previous day closing price / NAV would be considered for valuation.</p>
2. Overseas Mutual Funds - Units
<p>Overseas Mutual Fund Units (including ETF's) listed and traded on exchanges would be valued at the last quoted closing price on the overseas stock exchange, where the security is listed on multiple exchanges, price of the primary stock exchange in the respective jurisdiction would be considered for valuation. Unlisted</p>

Mutual Fund Units and listed but not traded Mutual Fund Units (including ETF's) would be valued at the NAV as on the valuation day. In case if on any valuation day the overseas mutual fund is having a non-business day then previous day closing price / NAV would be considered for valuation.
3. Corporate Debt Market Development Fund
Units of Corporate Debt Market Development Fund (CDMDF) would be valued at the published NAV as on the valuation day

E. Investments in Real Estate Investment Trust (REITs) and Infrastructure Investment Trust (InvITs)

<p>a. Allotted but awaiting listing- At allotment price</p> <p>b. Listed/ Traded/ Non-Traded</p> <p>REIT and InvIT are valued at the last quoted closing price at the principal stock exchange.</p> <p>In case REIT / InvIT are not traded on the principal stock exchange on a particular date, the closing price at which it is traded on any other stock exchange will be considered. If the traded price is not available, then valuation shall be as per the direction of Valuation Committee.</p> <p>Investments in REIT / InvIT shall be valued as follows:</p> <ul style="list-style-type: none"> • In case REIT / InvIT is not being traded on any given day, last traded price would be taken as fair market value provided such last trade is not beyond previous 30 days. • In case REIT / InvIT is not being traded for previous 30 days, latest NAV declared by investment manager of REIT / InvIT trust shall be deemed to be the fair price. • In case valuation committee can establish a case that NAV as published by investment manager of REIT / InvIT is not representative of fair value than at a price suggested to be fair value.
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Notes:

1. Public Platform refers to:

a) Clearcorp F-TRAC Platform of Clearcorp Dealing Systems (India) Ltd. (CDSIL), NSE & BSE:

For Commercial Papers and Certificate of Deposits

Clearcorp F-TRAC Platform of Clearcorp Dealing Systems (India) Ltd. (CDSIL)

For corporate bonds / debentures and securitized debts order of preference for the Public Platforms for consideration would be as follow:

NSE - NSE BSE - ICDM

b) NDS-OM: For Government Securities, Treasury Bills, Cash Management Bills, State Development Loans, Ujwal DISCOM Assurance Yojana (UDAY) Bond, etc

2. Weighted average YTM / Last Traded YTM shall be rounded up to two digits after decimal point.

3. The valuation of security lent shall be done as per the valuation methodology stated for

respective security in Annexure I of this valuation policy. The lending fee received for the security lent would be amortized proportionately, until expiry of the contract.

4. In case of any deviation from the valuation price for money market and debt securities provided by the valuation agencies, AMC shall follow the procedure as mentioned in SEBI Circular No SEBI/HO/IMD/DF4/CIR/P/2019/41 dated March 22, 2019 and SEBI Circular No SEBI/HO/IMD/DF4/CIR/P/2019/102 dated September 24, 2019

Valuation for Inter Scheme Transfer (IST)

Inter-scheme transfer of all debt and money market securities would be done as per the Price provided by valuation agencies for the said purpose.

If Prices from both the valuation agencies are received within the pre-agreed turnaround time (TAT) plus an additional grace time of 30 minutes, an average of the prices so received shall be used for IST.

If Prices from only one valuation agency are received within the agreed TAT plus an additional grace time of 30 minutes, then that Price will be used for IST. In case prices from any of the valuation agencies are received beyond the additional grace time of 30 minutes and are adopted for IST trade, then the same shall be approved by Valuation Committee.

For securities where price is not provided by valuation agencies, the below mentioned approach would be adopted.

For Fixed Income Securities (excluding Government Securities, Treasury Bills, Cash Management Bills, State Development Loans, Ujwal DISCOM Assurance Yojana (UDAY) Bond, etc)

For instruments maturing above 1 year:

For instruments maturing above one year, inter-scheme will be done at the weighted average yield/price of traded securities (excluding IST of others and own trades of Unifi MF) will be considered if there are at least two trades, with each trade being of a minimum of Rs.5 crores face value, aggregating to Rs.25 crores or more for the same or similar security on a public platform*.

For instruments maturing below 1 year:

For instruments maturing below one year, the weighted yield/price of traded securities (excluding IST of others and own trades of Unifi MF) will be taken if there are at least three trades, with each trade being of a minimum of Rs.25 crores face value, aggregating to Rs.100 crores or more for same or similar security on a public platform*.

If there are eligible trades in the same security, the weighted average YTM of these will be considered. If there are no eligible trades in the same security, then weighted average YTM of similar securities will be considered.

Criteria for identifying the similar securities:

Similar security should be identified by the following waterfall logic:

1. Same issuer with maturity date within ± 15 working days of maturity date of security for inter-scheme transfer shall be considered first. If no such instance is available, then Step 2 to be followed: ♣ Example: For inter-scheme transfer of Canara Bank CD maturing on 05-July-2024, all secondary market trades of Canara Bank CD maturing within 14-Jun-2024 to 26-July-2024 will be considered first.

2. Similar security from a different issuer within the same category (PSU Bank, Private Bank or Financial Institution etc) and having same credit rating, with maturity date within ± 15 days of maturity date of security considered for inter-scheme transfer. ♣ Example: For inter-scheme transfer of Canara Bank CD maturing on 26-July-2024, all secondary market trades of similar public sector bank CDs maturing within 05-July-2024 to 16-Aug-2024 having same credit rating will be considered

** In case of Bank CDs –

- ❖ Issuer of the securities having long term rating of AAA and/or AA+ and short -term rating of A1+ will be considered as comparable.
- ❖ Issuer of the securities having long term rating of AA and/or AA- and short-term rating of A1+ will be considered as comparable.
- ❖ Issuer of the securities having long term rating of A+ and below and short-term rating of A1+ will be considered as comparable.

Criteria for identifying similar securities in case of securities having residual maturing below 31 days.

Similar security should be identified by the following waterfall logic, provided that the maturity date of the security is within the same calendar quarter and should have a residual maturity up to 30 days:

1. Same issuer and same type of asset, with maturity date withing ± 7 calendar days of maturity date of security shall be considered first and should have a residual maturity upto 30 days. If no such instance is available, then Step 2 will be followed.

Example: For Punjab National Bank CD maturing on March 6, 2025, all secondary market trades of Punjab National Bank CDs, maturing withing February 27, 2025 to March 13, 2025 will be considered first.

2. Similar security from different issuer within the same category (PSU Bank, Private Bank or Financial Institution etc.) and similar long term credit rating**, with maturity date within ± 7 calendar days of maturity date of security will be considered and should have a residual maturity up to 30 days.

Example: For Punjab National Bank CD maturity on March 6, 2025, all secondary market trades of similar public sector bank CDs, maturing within February 27, 2025 to March 15, 2025 will be considered first.

** In case of Bank CDs –

- ❖ Issuer of the securities having long term rating of AAA and/or AA+ and short -term rating of A1+ will be considered as comparable.
- ❖ Issuer of the securities having long term rating of AA and/or AA- and short-term rating of A1+ will be considered as comparable.
- ❖ Issuer of the securities having long term rating of A+ and below and short-term rating of A1+ will be considered as comparable.

For the purpose of determining similar securities, the date available on “Bloomberg” will be used as the source for credit ratings. Further, the classifications of the issuers for similar securities will be into three sectors viz., Banking, Manufacturing and Non-Banking Finance Companies (NBFC). Bank CDs will be compared against bank CDs (withing bank CDs, PSU Bank CDs will be compared to PSU Bank CDs and private/foreign bank CDs will be compared with private/foreign bank CDs) Manufacturing papers will be compared against similar manufacturing papers and NBFC will compare against NBFC.

Further, for the purpose of identification of similar securities, in case of security embedded with ‘put and call’ option, only those securities with ‘put and call’ option on the same day and the same ‘put and call’ option price shall be deemed to mature on such put/call date. All other securities with a ‘put and call’ option no meeting these criteria would have the final maturity date of the security considered for the purpose of identification of similar securities.

Notes:

1. Outlier trades, if any will be ignored after recording suitable justification.
2. If due to the non-availability of traded securities, at the time of the IST, the above mentioned criteria cannot be fulfilled, the IST would be done at the previous day's price/yield.
3. * Public Platform refers to F-TRAC/ Corporate Bond Reporting Platform (CBRICS)/ Indian Corporate Debt Market (ICDM) / Negotiated Dealing System - Order Management (NDS-OM)/MSE FIRST: for corporate bonds/debentures, commercial paper, certificate of deposits and securitized debt (Applicable only for pricing of IST and not for valuation).
Order of preference of public platforms for Bonds will be as follows:
(i) CBRICS; (ii) ICDM and (iii) MSE First
4. Weighted average yield shall be rounded up to two digits after decimal point.

Annexure B

Valuation Policy - Waterfall Mechanism

Part A -Valuation of Money Market and Debt Securities other than G-Secs

SEBI vide circular no. SEBI/HO/IMD/DF4/CIR/P/2019/102 dated September 24, 2019 has laid down broad principles for waterfall approach to be followed for valuation of debt, money market and government securities. The said circular prescribes AMFI shall ensure valuation agencies have a documented waterfall approach for valuation of Debt & money market securities.

The AMFI best practices guidelines circular (135/BP/83/2019-20) dated November 18, 2019 provided guidelines on waterfall approach to be followed for valuation money market and debt securities.

(1) Waterfall Mechanism for valuation of money market and debt securities:

The following shall be the broad sequence of the waterfall for valuation of money market and debt securities:

- (a) Volume Weighted Average Yield (VWAY) of primary reissuances of the same ISIN (whether through book building or fixed price) and secondary trades in the same ISIN.
- (b) VWAY of primary issuances through book building of same issuer, similar maturity (Refer Note 1 below).
- (c) VWAY of secondary trades of same issuer, similar maturity.
- (d) VWAY of primary issuances through fixed price auction of same issuer, similar maturity.
- (e) VWAY of primary issuances through book building of similar issuer, similar maturity (Refer Note 1 below).
- (f) VWAY of secondary trades of similar issuer, similar maturity.
- (g) VWAY of primary issuance through fixed price auction of similar issuer, similar maturity.
- (h) Construction of matrix (polling may also be used for matrix construction)
- (i) In case of exceptional circumstances, polling for security level valuation (Refer Note 2 below)

Note 1

Except for primary issuance through book building, polling shall be conducted to identify outlier trades. However, in case of any issuance through book building which is less than INR 100 Cr, polling shall be conducted to identify outlier trades.

Note 2

Some examples of exceptional circumstance would be stale spreads, any event/news in particular sector/issuer, rating changes, high volatility, corporate action or such other event as may be considered by valuation agencies. Here stale spreads are defined as spreads of issuer which were not reviewed/updated through trades/primary/polls in same or similar security/issuers of same/similar maturities in waterfall approach in last 6 months.

Further, the exact details and reasons for the exceptional circumstances which led to polling shall be documented and reported to AMCs. Further, a record of all such instances shall be maintained by AMCs and shall be subject to verification during SEBI inspections.

Note 3

All trades on stock exchanges and trades reported on trade reporting platforms till end of trade reporting time (excluding Inter-scheme transfers) should be considered for valuation on that day.

Note 4

It is understood that there are certain exceptional events, occurrence of which during market hours may lead to significant change in the yield of the debt securities. Hence, such exceptional events need to be factored in while calculating the price of the securities. Thus, for the purpose of calculation of VWAY of trades and identification of outliers, on the day of such exceptional events, rather than considering whole day trades, only those trades shall be considered which have occurred post the event (on the same day).

The following events would be considered exceptional events:

- i. Monetary I Credit Policy
- ii. Union Budget
- iii. Government Borrowing I Auction Days
- iv. Material Statements on Sovereign Rating
- v. Issuer or Sector Specific events which have a material impact on yields
- vi. Central Government Election Days
- vii. Quarter end days

In addition to the above, valuation agencies may determine any other event as an exceptional event. All exceptional events along-with valuation carried out on such dates shall be documented with adequate justification.

2. Definition of tenure buckets for Similar Maturity

When a trade in the same ISIN has not taken place, reference should be taken to trades of either the same issuer or a similar issuer, where the residual tenure matches the tenure of the bond to be priced. However, as it may not be possible to match the exact tenure, it is proposed that tenure buckets are created and trades falling within such similar maturity be used as per table below.

Residual Tenure of Bond to be priced	Criteria for similar maturity
Upto 1 month	Calendar weekly Bucket
Greater than 1 month to 3 months	Calendar fortnightly bucket
Greater than 3 months to 1 year	Calendar monthly bucket
Greater than 1 year to 3 years	Calendar quarterly bucket
Greater than 3 years	Calendar half-yearly or Greater bucket

In addition to the above:

- a. In case of market events, or to account for specific market nuances, valuation agencies may be permitted to vary the bucket in which the trade is matched or to split buckets to finer time periods as necessary. Such changes shall be auditable. Some examples of market events I nuances include cases where traded yields for securities with residual tenure of less than 90 days and more than 90

days are markedly different even though both may fall within the same maturity bucket, similarly for less than 30 days and more than 30 days or cases where yields for the last week v/s second last week of certain months such as calendar quarter ends can differ.

b. In the case of illiquid/ semi liquid bonds, it is proposed that traded spreads be permitted to be used for longer maturity buckets (1year and above). However, the yield should be adjusted to account for steepness of the yield curve across maturities.

c. The changes I deviations mentioned in clauses a and b, above, should be documented, along with the detailed rationale for the same. Process for making any such deviations shall also be recorded. Such records shall be preserved for verification.

3. Process for determination of similar issuer

Valuation agencies shall determine similar issuers using one or a combination of the following criteria. Similar issuer does not always refer to issuers which trade at same yields but may carry spreads amongst themselves & move in tandem or they are sensitive to specific market factor/s hence warrant review of spreads when such factors are triggered.

- i. Issuers within same sector/industry and/or
- ii. Issuers within same rating band and/or
- iii. Issuers with same parent/ within same group and/or
- iv. Issuers with debt securities having same guarantors and/or
- v. Issuers with securities having similar terms like Loan Against Shares (LAS)/ Loan Against Property (LAP).

The above criteria are stated as principles and the final determination on criteria, and whether in combination or isolation shall be determined by the valuation agencies. The criteria used for such determination should be documented along with the detailed rationale for the same in each instance. Such records shall be preserved for verification. Similar issuers which trade at same level or replicate each other's movements are used in waterfall approach for valuations. However, similar issuer may also be used just to trigger the review of spreads for other securities in the similar issuer category basis the trade/news/action in any security/ies within the similar issuer group.

4. Recognition of trades and outlier criteria

1. Volume criteria for recognition of trades (marketable lot)

Paragraph 1.1.1.1(a) of SEBI vide circular no. SEBI/HO/IMD/DF4/CIR/P/2019/102 dated September 24, 2019 on Valuation of money market and debt securities, prescribes that the marketable lots shall be defined by AMFI, in consultation with SEBI.

In this regard, marketable lot is defined as under.

The following volume criteria shall be used for recognition of trades by valuation agencies:

Parameter	Minimum Volume Criteria for marketable lot
Primary	INR 25 cr. for both Bonds/NCD/CP/CD and other money market instruments
Secondary	INR 25 cr. for CP/ CD, T-Bills and other money market instruments
Secondary	INR 5 Cr for Bonds/NCD/G-secs

Trades not meeting the minimum volume criteria i.e. the marketable lot criteria as stated above shall be ignored.

ii. Outlier Criteria

It is critical to identify and disregard trades which are aberrations, do not reflect market levels and

may potentially lead to mispricing of a security or group of securities. Hence, the following broad principles would be followed by valuation agencies for determining outlier criteria.

- a. Outlier trades shall be classified on the basis of liquidity buckets (Liquid, Semi-liquid, and Illiquid). Price discovery for liquid issuers is generally easier than that of illiquid issuers and hence a tighter pricing band as compared to illiquid issuers would be appropriate.
- b. The outlier trades shall be determined basis the yield movement of the trade, over and above the yield movement of the matrix. Relative movement ensures that general market movements are accounted for in determining trades that are outliers. Hence, relative movement over and above benchmark movement shall be used to identify outlier trades.
- c. Potential outlier trades which are identified through objective criteria defined above will be validated through polling from market participants. Potential outlier trades that are not validated through polling shall be ignored for the purpose of valuation.
- d. The following criteria shall be used by valuation agencies in determining Outlier Trades

Liquidity Classification	Bps Criteria (yield movement over Previous Day yield after accounting for yield movement for matrix)		
	Upto 15 days	15-30 days	Greater than 30days
Liquid	30 bps	20 bps	10 bps
Semi-Liquid	45 bps	35 bps	20 bps
Illiquid	70 bps	50 bps	35 bps

The above criteria shall be followed consistently and would be subject to review on a periodic basis by valuation agencies and any change would be carried in consultation with AMFI.

a. In order to ensure uniform process in determination of outlier trades the criteria for liquidity classification shall be as detailed below.

Liquidity classification criteria - liquid, semi-Liquid and Illiquid definition

Valuation agencies shall use standard criteria for classifying trades as Liquid, Semi-Liquid and illiquid basis the following two criteria.

- a. Trading Volume
- b. Spread over reference yield

Such criteria shall be reviewed on periodic basis in consultation with AMFI.

Trading Volume (Traded days) based criteria:

Number of unique days an issuer trades in the secondary market or issues a new security in the primary market in a calendar quarter

- Liquid $\geq 50\%$ of trade days
- Semi liquid $\geq 10\%$ to 50% of trade days
- Illiquid $< 10\%$ of trade days

Spread based criteria:

Spread over the matrix shall be computed and based on thresholds defined, issuers shall be classified as liquid, semi liquid and illiquid. For bonds thresholds are defined as up to 15 bps for liquid; $>15-75$ bps for semi-liquid; > 75 bps for illiquid. (Here, spread is computed as average spread of issuer over AAA Public Sector Undertakings/Financial Institutions/Banks matrix),

For CP/ CD- up to 25 bps for liquid; $>25- 50$ bps for semiliquid; >50 bps for illiquid. (Here, spread is computed as average spread of issuer over A1+/AAA CD Bank matrix).

The thresholds shall be periodically reviewed and updated having regard to the market. The best classification (liquid being the best) from the above two criteria (trading volume and spread based) shall be considered as the final liquidity classification of the issuer. The above classification shall be carried out separately for money market instruments (CP/ CDs) and bonds.

5. Process for Construction of Matrix

Valuation agencies shall follow the below process in terms of calculating spreads and constructing the matrix:

Steps	Detailed Process
Step 1	<p>Segmentation of corporates the entire corporate sector is first categorised across following four sectors i.e. all the corporates will be catalogued under one of the below mentioned bucket:</p> <ol style="list-style-type: none"> 1. Public Sector Undertakings/Financial Institutions/Banks; 2. Non-Banking Finance Companies -except Housing Finance Companies; 3. Housing Finance Companies; 4. Other Corporates
Step 2	<p>Representative issuers – For the aforesaid 4 sectors, representative issuers (Benchmark Issuers) shall be chosen by the valuation agencies for only higher rating {I.e. "AAA" or AA+}. Benchmark/Representative Issuers will be identified basis high liquidity, availability across tenure in AAA/AA+ category and having lower credit/liquidity premium. Benchmark Issuers can be single or multiple for each sector.</p> <p>It may not be possible to find representative issuers in the lower rated segments, however in case of any change in spread in a particular rating segment, the spreads in lower rated segments should be suitably adjusted to reflect the market conditions.</p> <p>In this respect, in case spreads over benchmark are widening at a better rated segment, then adjustments should be made across lower rated segments, such that compression of spreads is not seen at any step. For instance, if there is widening of spread of AA segment over the AAA benchmark, then there should not be any compression in spreads between AA and A rated segment and so on.</p>
Step 3	<p>Calculation of benchmark curve and calculation of spread –</p> <ol style="list-style-type: none"> 1. Yield curve to be calculated for representative issuers for each sector for maturities ranging from 1month till 20 years and above. 2. Waterfall approach as defined in Part A (1) above will be used for construction of yield curve of each sector. 3. In the event of no data related to trades/primary issuances in the securities of the representative issuer is available, polling shall be conducted from market participants 4. Yield curve for Representative Issuers will be created on daily basis for all 4 sectors. All other issuers will be pegged to the respective benchmark issuers depending on the sector, parentage and characteristics. Spread over the benchmark curve for each security is computed using latest available. trades/primaries/polls for respective maturity bucket over the Benchmark Issuer. 5. Spreads will be carried forward in case no data points in terms of trades/primaries/polls are available for any issuer and respective benchmark movement will be given.
Step 4	1. The principles of VWAY, outlier trades and exceptional events

	<p>shall be applicable while constructing the benchmark curve on the basis of trades/primary issuances.</p> <p>2. In case of rating downgrade/credit event/change in liquidity or any other material event in Representative Issuers, new Representative Issuers will be identified. Also, in case there are two credit ratings, the lower rating to be considered.</p> <p>3. Residual tenure of the securities of representative issuers shall be used for construction of yield curve.</p>
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Part B: Valuation of G-Secs (T-Bill, Cash management bills, G-Sec and SDL)

The following is the waterfall mechanism for valuation of Government securities:

- VWAY of last one hour, subject to outlier validation
- VWAY for the day (including a two quote, not wider than 5 bps on NDSOM), subject to outlier validation
- Two quotes, not wider than 5 bps on NDSOM, subject to outlier validation
- Carry forward of spreads over the benchmark
- Polling etc.

Note:

1. VWAY shall be computed from trades which meet the marketable lot criteria stated in Part A of these Guidelines.
2. Outlier criteria: Any trade deviating by more than +/- 5 bps post factoring the movement of benchmark security shall be identified as outlier. Such outlier shall be validated through polling for inclusion in valuations. If the trades are not validated, such trades shall be ignored.

Annexure C

Valuation of AT-1 and Tier II Bonds issued under Basel III framework.

I. Deemed Residual Maturity Bonds

The Deemed Residual Maturity for the purpose of valuation as Macaulay Duration for existing as well new perpetual bonds issued:

Time Period	Deemed Residual Maturity (Years)
March 31, 2023 onwards	100

The Macaulay Duration is proposed to be calculated as under the Tier II Bonds:

Time Period	Deemed Residual Maturity for all securities (Years)
April 01, 2022 onwards	Actual Maturity

1. If the issuer does not exercise call option for any ISIN, then maturity of bonds to be considered as 100 years from the date of issuance of the AT-1 Bonds and contractual maturity of Tier II – Bonds for all the ISINs of the said issuer.
2. If the non-exercise of call option is due to financial stress or in case of adverse news, the same must be reflected in the valuation.

II. Guidelines for Valuation

1. Form two types of ISINs:

- a) Benchmark ISINs (a non-benchmark ISIN can be linked to only one benchmark ISIN. Currently, SBI

ISINs happen to be the benchmark ISINs across all maturities of AT-1 Bonds).

- b) Non-benchmark ISINs. (will be divided into multiple groups based on similar issuer and similar maturity).
- c) The groups will be decided in consultation with valuation agencies. The two main criteria envisaged to be used here would be Tier 1/ Tier 2 ratings of the ISINs/Issuers, and the spread range in which the group of ISINs/Issuer's trade over the benchmark.

2. Take a look back period for trade recognition w.e.f October 1, 2021, as under

- a) 7 (Previously 15) working days for benchmark ISINs
- b) 15 (Previously 30) working days for non-benchmark ISINs

Note 1

- a) If the ISIN gets traded, the traded YTM will be taken for the purpose of valuation.
- b) IF 1 ISIN of the issuer trades, all other ISINs of issuers will be considered as traded but with necessary adjustment of spread to YTM.
- c) IF none of the ISIN of the issuer get trade, the trade of similar issuer in the group will be taken for valuation. However, with necessary adjustment of spread to YTM of similar issuer similar maturity. IF none of the ISIN in a group gets traded on any particular day, an actual trade in a look back period will be seen.
- d) If there is an actual trade in look back period, the security will be considered as traded and valued with necessary adjustment of spread to YTM. According to this valuation will be done based on the trade of issuer, trade of another issuer and as an additional layer a look back period of is requested. It is confirmed the spread over YTM will be taken without any adjustment of modified duration to call.

Note 2

As the valuation is based on trade during the look back period, it is confirmed that a spread will be adjusted to reflect adverse news, change in credit rating, interest rate etc., which has bearing on the yield of ISIN being valued.

Note 3

If there is no actual trade of any ISIN of the issuer as well as similar issuer during look back period also, then valuation will be done by taking spread over matrix and/or polling in line with the water mechanism prescribed by AMFI.

Note 4

AT-1 and Tier 2 Bonds being different categories of bonds, the valuation of these bonds will be done separately. i.e. ISIN of AT-1 bond traded will not mean that ISIN of Tier -2 bonds of the same issuer have also been traded. However, if any issuer does not exercise call option for any ISIN, then the valuation and calculation of Macaulay Duration should be done considering maturity of 100 years from the date of issuance for AT-1 Bonds and Contractual Maturity for Tier 2 bonds, for all ISINs of the issuer.

COMPUTATION OF NAV

A. Policy of computation of NAV and Policy for computation of NAV in foreign Securities

The AMC shall compute NAV of the Units of the Scheme by dividing the net assets of the Scheme by the number of Units outstanding on the valuation date. The AMC shall value its investments according to the valuation norms (Valuation Policy includes computation of NAV in case of investment in foreign securities), as specified in the Eighth Schedule of the Regulations, or such guidelines / recommendations as may be specified by SEBI from time to time.

- a. NAV of Units under the Scheme will be calculated as shown below:

NAV=	Market or Fair Value of Scheme's investments	+	Current assets including Income	Accrued	-	Current Liabilities and provisions including accrued expenses
	No. of Units outstanding under the Scheme/Option					

- b. NAV for the Scheme and the repurchase prices of the Units will be calculated and announced at the close of each Business Day. The NAV shall be computed upto four decimals. The NAV of Direct Plan will be different than the NAV of Regular Plan. The income earned and the profits realized in respect of the Units issued under the Growth Option remain invested and are reflected in the NAV of the Units.

c. Illustrations for computation of NAV:

Market or Fair Value of Scheme's investments= Rs. 10,00,00,000

Current assets including accrued income = Rs. 10,00,000

Current Liabilities and provisions including accrued expenses = Rs.2,00,000

No. of units outstanding under the scheme = 10000000

Hence NAV of the scheme will be = Rs. 10.0800

As required under the Regulations, the asset management company shall ensure that the repurchase price of an open-ended scheme shall not be lower than 95% of the Net Asset Value.

- d. In case of schemes is having IDCW option, computation of NAV will be done after taking into account IDCWs paid, if any, and the distribution tax thereon, if applicable. Therefore, once IDCWs are distributed under the IDCW Option, the NAV of the Units under the IDCW Option would always remain lower than the NAV of the Units issued under the Growth Option.
- e. Timelines for disclosure of NAV, as per para 8.1 and 8.2 of SEBI Master Circular dated June 27, 2024 is tabulated below:

Scheme Type	Timelines
All schemes except for Fund of Fund Schemes	11p.m on T Day
Fund of Fund Schemes	10 a.m. of T+1
For schemes having exposure to ETCDs	9 AM of T+1
Schemes unable to disclose NAV as per the timeline mentioned in para 8.1 and 8.2 of master circular due to inability to in capturing same day valuation of underlying investment (11 p.m. of T Day or 10 a.m. on T+1 day)	Such as per the disclosure made in the SID along with reasons for such delayed disclosure

For Specified Debt Oriented Schemes:

In case NAV of Corporate Debt Market Development Fund ('CDMDF') units is not available by 9:30 p.m. of same Business Day for specified open ended debt schemes, NAV declaration timing for Mutual Fund Schemes holding units of CDMDF shall be 10 a.m. on next business day instead of 11 p.m. on same Business Day.

- f. As per para 8.2 of SEBI master circular dated June 27, 2024 the timelines for declaration of NAV is prescribed depending on investment objective and asset allocation of schemes, which is tabulated below:

Scheme Type	Timelines
Fund of Funds (FoFs) schemes	10 AM on T+1 day
Schemes investing atleast 80% of total assets in permissible overseas investments	10 AM on T+1 day
Index funds and ETFs investing atleast 80% of total assets in permissible overseas investments	10 AM on T+1 day

- g. The first NAV of a new scheme shall be declared within 5 working days from the allotment.
- h. The NAVs of the Schemes will be calculated and disclosed basis the timelines mentioned above on the website of Unifi Mutual Fund viz. www.unifimf.com and AMFI's website www.amfiindia.com.
- i. Unitholders may avail the facility to receive the latest available NAVs through SMS by submitting a specific request in this regard to the AMC/Mutual Fund. Also, information regarding NAVs can be obtained by the Unit holders / Investors by calling or visiting the nearest ISC.
- j. Policy for computation of NAV in foreign securities

For scheme investing in Foreign / Overseas security including units of overseas mutual funds, the NAV of the Scheme for a business day (Day T) will be based on the NAV / Price of the underlying fund / securities for that day (Day T). Since the NAV of the underlying fund / price of securities for a business day (Day T) would normally be available either late in the evening of the business day (Day T) or on the following business day (T+1) as per Indian Standard Time (IST), the Scheme will declare the NAV for a Business day (Day T) on the next Business Day (T+1), based on the availability of the NAV / Price of the underlying fund / securities for the business day for which the NAV is declared (Day T). Please refer to the SID of specific scheme for further details with regards to NAV disclosure timeline.

On the valuation day, all the assets and liabilities in foreign currency will be valued in Indian Rupees based on applicable Foreign Exchange rate as defined in the valuation policy. The Trustees/ AMC reserves the right to change the source for determining the exchange rate. The reasons for the change in the source for determining the exchange rate will be recorded in writing.

Valuation of the scheme's assets, calculation of the scheme's NAV and the accounting policies & standards will be subject to such norms and guidelines that SEBI may prescribe from time to time and shall be subject to audit on an annual basis.

The NAVs of the Scheme/plans will be calculated by the Mutual Fund on each Business Day and will be made available as per the timelines mentioned in SID.

B. Procedure in case of delay in disclosure of NAV

Delay beyond 10 a.m. of the following business day in case of Fund of Fund schemes and 11:00 p.m. on the same day for all other schemes shall be explained in writing to AMFI.

Unifi Mutual Fund shall report in the quarterly Compliance Test Reports (CTRs) the number of days when mutual funds were not able to adhere to the above-mentioned time limit for uploading their NAVs on the AMFI website with reasons thereof and the corrective action taken by the AMC to reduce the number of such occurrences.

In case the NAVs are not available before the commencement of business hours on the following business day due to any reason, a press release for revised NAV shall be issued.

IX. TAX, LEGAL & GENERAL INFORMATION

A. TAXATION ON INVESTING IN MUTUAL FUNDS

Certain tax benefits as described below are available, under present taxation laws to the unitholders holding units of equity oriented mutual funds as well as units of debt funds (i.e. other than equity oriented funds) as an investment. The information set out below is included for general information purposes only and does not constitute legal or tax advice. In view of the individual nature of the tax consequences, each investor is advised to consult his or her own tax consultant with respect to specific tax implications arising out of their participation in the Scheme. Income Tax benefits to the mutual fund and to the unit holder is in accordance with the prevailing tax law as certified by the mutual funds tax consultant.

TAX IMPLICATIONS FOR THE FUND

Unifi Mutual Fund is a Mutual Fund registered with SEBI and hence the entire income of the Fund will be exempt from income-tax in accordance with the provisions of Section 10(23D) of the Income Tax Act, 1961. The Fund is entitled to receive all income without any deduction of tax at source under the provisions of Section 196(iv), of the Income Tax Act, 1961.

TAX IMPLICATIONS TO UNIT HOLDERS

1. TAX TREATMENT FOR INVESTMENTS IN EQUITY ORIENTED FUNDS

For this purpose, an equity oriented mutual fund is defined in Section 10(38) of the Income-tax Act, 1961 (the Act) to mean the Securities and Exchange Board of India (SEBI) registered fund where more than 65% of the investible funds are invested in equity shares of domestic companies. The percentage of equity shareholding of the fund shall be computed with reference to the annual average of the monthly averages of the opening and closing figures.

i) Income from units

Income received from Mutual Funds will be taxable in the hands of unitholders at the tax rates applicable to them.

ii) Capital Gain Taxation

Equity oriented Funds (Note 1)

Tax implications on distributed income (hereinafter referred to as either 'dividend' or 'capital gains') by Mutual Funds:

Particulars	Resident Investors	Non-Resident Investors	Mutual Fund
Dividend:			
TDS*	10% (if dividend income exceeds INR 5,000 in a financial year)	20% ²⁺ applicable Surcharge + 4% Cess ³	Nil (refer Note A below)
Tax rates	Individual / HUF: Income tax rate applicable to the Unit holders as per their income slabs Domestic Company: 30% + Surcharge as applicable + 4% Cess ³ 25% ⁴ + Surcharge as applicable + 4% Cess ³ 22% ⁵ + 10% Surcharge ⁶ + 4% Cess ³ 15% ⁵ + 10% Surcharge ⁵ + 4% Cess ³	20%+ applicable Surcharge + 4% Cess ³	Nil (refer Note A below)

Capital Gains :

Particulars	Resident Investors	Non-Resident Investors	Mutual Fund
Long Term (period of holding more than 12 months) - for transfers taking place on or after 23 July 2024	12.5% without indexation ⁷ + applicable Surcharge + 4% Cess ³	12.5% without indexation and foreign currency fluctuation benefits ⁷ + applicable Surcharge + 4% Cess ³	Nil
Short Term (period of holding less than or equal to 12 months) - for transfers taking place on or after 23 July 2024	20% ⁸ + applicable Surcharge + 4% Cess ³	20% ⁸ + applicable Surcharge + 4% Cess ³	Nil

Notes:

A. The levy of tax on distributed income payable by Mutual Funds has been abolished w.e.f. April 1, 2020 and instead tax on income from mutual fund units in the hands of the unit holders at their applicable rates has been adopted.

1. Equity oriented Funds will also attract Securities Transaction Tax (S.T.T) at applicable rates.

Securities Transaction Tax (STT)

As per Chapter VII of the Finance (No. 2) Act, 2004 pertaining to STT, STT shall be payable, wherever

The Fund is responsible for collecting the STT from every person who sells the Units to it at the rate mentioned above. The STT collected by the Fund during any month will have to be deposited with the Central Government by the seventh day of the month immediately following the said month.

Sr. No.	Taxable Securities Transaction	Rate	Value	Payable by
1.	Purchase of units of equity oriented mutual fund (delivery based) on recognized stock exchange	Nil	Not Applicable	Not Applicable
2.	Sale of units of equity oriented mutual fund (delivery based) on recognized stock exchange	0.001 per cent	Value at which units are sold	Seller
3.	Sale of units of equity oriented mutual fund (non-delivery based)	0.025 per cent	Value at which the shares/units are sold	Seller
4.	Sale of a unit of an equity-oriented fund to the Mutual Fund	0.001 per cent	Value at which units are sold	Seller

Stamp Duty

With effect from 1st July 2020 a stamp duty @ 0.005% of the transaction value would be levied on mutual fund investment transactions. Accordingly, the number of units allotted on purchases, switch-ins, SIP/STP instalments and including IDCW reinvestment to the unitholders would be reduced to that extent. Transfer of mutual fund units (such as transfers between demat accounts) are subject to payment of stamp duty @ 0.015%. The rate and levy of stamp duty may vary as amended from time to time.

2. The withholding tax would be lower of 20% (plus applicable surcharge and cess) or the rate provided under the relevant tax treaty, whichever is lower, subject to eligibility and compliance with applicable conditions.

As per the provisions of section 196D of the Act which is specifically applicable in case of FPI/FII, the withholding tax rate of 20% (plus applicable surcharge and cess) on any income in respect of securities referred to in section 115AD(1)(a) credited / paid to FII shall apply. The proviso to section 196D(1) of the Act provides for claiming the tax treaty benefits at the time of withholding tax on income with respect to securities of FPIs, subject to furnishing of tax residency certificate and such other documents as may be required. As per section 196 D(2) of the Act, no TDS shall be made in

respect of income by way of capital gain arising from the transfer of securities referred to in section 115AD of the Act.

3. Health and Education Cess shall be applicable at 4% on aggregate of base tax and surcharge.
4. The Finance Act' 2024 provides that in case of domestic company, the rate of income-tax shall be 25% if its total turnover or gross receipts in the financial year 2022-23 does not exceed Rs. 400 crores.
5. The corporate tax rates for domestic companies (not claiming specified incentives and deductions) at the rate of 22% under section 115BAA and domestic manufacturing companies (not claiming specified incentives and deductions) set-up and registered on or after 1 October 2019 and manufacturing commenced on or before 31 March 2024 at the rate of 15% under section 115BAB. The tax computed in case of domestic companies whose income is chargeable to tax under section 115BAA or section 115BAB shall be increased by a surcharge at the rate of 10%.
6. TDS on Short term/ long term capital gain tax will be deducted at the time of redemption of units in case of non-resident investors only. However, as per section 196A of the Act, withholding tax would be lower of the rate of 20% (plus applicable surcharge and cess) or rates provided in the tax treaty on any income in respect of units of mutual fund in case of non-residents as per section 196A of the Act. The non-resident unitholders have to provide the required documents for claiming the benefit of tax treaty.

For the purposes of withholding tax obligations, taxes will be withheld as per the provisions of Income Tax Act, 1961 (without applying tax treaty rates). The NRI's can claim the benefit of tax treaty while filing the return of income.

7. Section 112A provides that long term capital gains arising from transfer of a long term capital asset being a unit of an equity oriented fund shall be taxed at 12.5% without indexation and without foreign currency fluctuation benefit. The aggregate of the above capital gains would be taxable for an amount exceeding one lakh twenty-five thousand rupees. The concessional rate of 12.5% shall be available only if STT has been paid on transfer in case of units of equity-oriented mutual funds.
8. Under section 111A short term capital gains arising from transfer of a short term capital asset being a unit of an equity oriented fund shall be taxed for transfers taking place on or after 23 July 2024, at 20%.

*Section 206AB would apply on any sum or income or amount paid, or payable or credited, by a person (herein referred to as deductee) to a specified person, as defined. This section shall not apply where the tax is required to be deducted under sections 192, 192A, 194B, 194BA, 194BB, 194-IA, 194-IB, 194LBC, 194M or 194N of the Act. The TDS rate in this section is higher of the followings rates:

- twice the rate specified in the relevant provision of the Act; or
- twice the rate or rates in force; or
- the rate of five per cent.

It is also provided that if the provision of section 206AA of the Act is applicable to a specified person, in addition to the provision of this section, the tax shall be deducted at higher of the two rates provided in this section and in section 206AA of the Act. Specified person' means a person (excluding non-residents who do not have a permanent establishment in India or person not required to file income-tax return and notified by Central Government) who has not filed income-tax return under section 139(1) for the preceding year and aggregate of TDS and TCS in his case is INR 50,000 or more in the said year.

The tax rates mentioned above are those provided in the Income tax Act, 1961 and amended as per the Finance Act 2024 applicable for the financial year 2024-25 relevant to assessment year 2025-26.

2. TAX TREATMENT FOR OTHER THAN EQUITY ORIENTED FUNDS

Unifi Mutual Fund is a Mutual Fund registered with the Securities & Exchange Board of India and hence the entire income of the Mutual Fund will be exempt from the Income tax in accordance with the provisions of section 10(23D) of the Income Tax Act, 1961 (the Act). The applicability of tax laws, if any, on Unifi Mutual Fund/ Scheme(s)/ investments made by the Scheme(s) / investors/ income attributable to or distributions or other payments made to Unit holders are based on the understanding of the current tax legislations.

I. OTHER THAN EQUITY ORIENTED FUNDS (INCLUDING SPECIFIED MUTUAL FUNDS):

Tax implications on distributed income (hereinafter referred to as either 'dividend' or 'capital gains') by Mutual Funds:

Particulars	Resident Investors^^	Non-Resident Investors^^	Mutual Fund ^^
Dividend:			
TDS*	10% (if dividend income exceeds INR 5,000 in a financial year)	20% ¹⁺ applicable Surcharge + 4% Cess ²	Nil (Refer Note A below)
Tax rates	Individual / HUF - Income tax rate applicable to the Unit holders as per their income slabs Domestic Company - 30% + Surcharge as applicable + 4% Cess ² 25% ³ + Surcharge as applicable + 4% Cess ² 22% ⁴ + 10% Surcharge ⁴ + 4% Cess ² 15% ⁴ + 10% Surcharge ⁴ + 4% Cess ²	20%+ applicable Surcharge + 4% Cess ²	Nil (Refer Note A below)

(II) Other than Equity Oriented Funds (other than specified mutual funds):

Capital Gains

<p>Long Term</p> <ul style="list-style-type: none"> - For units transferred before 23 July 2024, the holding period for long term capital asset would be more than 36 months. - For units transferred on or after 23 July 2024, holding period for long term capital asset would be more than 12 months for listed units and 24 months for unlisted units. 			
Particulars	Resident Investors^^	Non-Resident Investors^^	Mutual Fund ^^
Units Transferred on or after 23 July 2024	12.5% without indexation + Surcharge as applicable + 4% Cess ²	12.5% without indexation and without foreign currency fluctuation + Surcharge as applicable + 4% Cess ²	Nil

Short Term			
For units transferred on or after 23 July 2024, holding period for long term capital asset would be less than or equal to 12 months for listed units and 24 months for unlisted units.			
Particulars	Resident Investors^^	Non-Resident Investors^^	Mutual Fund ^^
Tax rate on Short Term Capital Gains	Individual / HUF - Income tax rate applicable to the Unit holders as per their income slabs Domestic Company - 30% + Surcharge as applicable + 4% Cess ² 25% ³ + Surcharge as applicable + 4% Cess ² 22% ⁴ + 10% Surcharge ⁴ + 4% Cess ² 15% ⁴ + 10% Surcharge ⁴ + 4% Cess ²	Non-resident (other than Foreign Company) - Income tax rate applicable to the Unit holders as per their income slabs Foreign Company - 35% + Surcharge as applicable + 4% Cess ²	Nil

Specified Mutual Funds: Deemed Short Term irrespective of holding period. The capital gains will be taxed basis rates as applicable for short term capital gain

Particulars	Resident Investors^^	Non-Resident Investors^^	Mutual Fund ^^
Tax rate on Deemed Short Term Capital Gains	Individual / HUF - Income tax rate applicable to the Unit holders as per their income slabs Domestic Company - 30% + Surcharge as applicable + 4% Cess ² 25% ³ + Surcharge as applicable + 4% Cess ² 22% ⁴ + 10% Surcharge ⁴ + 4% Cess ² 15% ⁴ + 10% Surcharge ⁴ + 4% Cess ²	Non-resident (other than Foreign Company) - Income tax rate applicable to the Unit holders as per their income slabs Foreign Company - 35% + Surcharge as applicable + 4% Cess ²	Nil

Notes:

The levy of tax on distributed income payable by mutual funds has been abolished w.e.f. April 1, 2020 and instead tax on income from mutual fund units in the hands of the unit holders at their applicable rates has been adopted.

The withholding tax would be lower of 20% (plus applicable surcharge and cess) or the rate provided under the relevant tax treaty, whichever is lower, subject to eligibility and compliance with applicable conditions.

As per the provisions of section 196D of the Act which is specifically applicable in case of FPI/FII, the withholding tax rate of 20% (plus applicable surcharge and cess) on any income in respect of securities referred to in section 115AD(1)(a) credited / paid to FII shall apply. The proviso to section 196D(1) of the Act provides for claiming the tax treaty benefits at the time of withholding tax on income with respect to securities of FPIs, subject to furnishing of tax residency certificate and such other documents as may be required. As per section 196 D(2) of the Act, no TDS shall be made in respect of income by way of capital gain arising from the transfer of securities referred to in section 115AD of the Act.

² Health and Education Cess shall be applicable at 4% on aggregate of base tax and surcharge.

³ The Finance Act 2024 provides that in case of domestic company, the rate of income-tax shall be 25% if its total turnover or gross receipts in the financial year 2022-23 does not exceed Rs. 400 crores.

⁴ The corporate tax rates for domestic companies (not claiming specified incentives and deductions) at the rate of 22% under section 115BAA and domestic manufacturing companies (not claiming specified incentives and deductions) set-up and registered on or after 1 October 2019 and manufacturing commenced on or before 31 March 2024 at the rate of 15% under section 115BAB. The tax computed in case of domestic companies whose income is chargeable to tax under section 115BAA or section 115BAB shall be increased by a surcharge at the rate of 10%.

⁵ Short term/ long term capital gain tax will be deducted at the time of redemption of units in case of non-resident investors only. However, as per section 196A of the Act, withholding tax would be lower of the rate of 20% (plus applicable surcharge and cess) or rates provided in the tax treaty on any income in respect of units of mutual fund in case of non-residents as per section 196A of the Act. The non-resident unitholders have to provide the required documents for claiming the benefit of tax treaty.

⁶ As per section 50AA of the Act, the gains from transfer or redemption or maturity of unit of a Specified Mutual Fund or a Market Linked Debenture acquired on or after 1 April 2023, will be taxed as deemed short-term capital gains at appropriate applicable rates. Effective 23 July 2024, it has been proposed to tax capital gains arising from the transfer / redemption / maturity of an unlisted bond or an unlisted debenture as short-term capital gains irrespective of the holding period of such asset.

Specified Mutual Fund means a Mutual Fund, where not more than thirty five percent of its total proceeds is invested in the equity shares of domestic companies. Provided that the percentage of equity shareholding held in respect of the Specified Mutual Fund shall be computed with reference to the annual average of the daily closing figures.

However the definition of 'Specified Mutual Fund' has been substituted with effect from the 1st day of April, 2026, namely:-- '(ii) "Specified Mutual Fund" means,-- (a) a Mutual Fund by whatever name called, which invests more than sixty-five per cent. of its total proceeds in debt and money

market instruments; or (b) a fund which invests sixty-five per cent. or more of its total proceeds in units of a fund referred to in sub-clause (a):

Provided that the percentage of investment in debt and money market instruments or in units of a fund, as the case may be, in respect of the Specified Mutual Fund, shall be computed with reference to the annual average of the daily closing figures: Provided further that for the purposes of this clause, "debt and money market instruments" shall include any securities, by whatever name called, classified or regulated as debt and money market instruments by the Securities and Exchange Board of India.'

Market Linked Debenture means a security by whatever name called, which has an underlying principal component in the form of a debt security and where the returns are linked to market returns on other underlying securities or indices and include any security classified or regulated as a market linked debenture by the Securities and Exchange Board of India.

* Section 206AB would apply on any sum or income or amount paid, or payable or credited, by a person (herein referred to as deductee) to a specified person, as defined. This section shall not apply where the tax is required to be deducted under sections 192, 192A, 194B, 194BA, 194BB, 194-IA, 194-IB, 194LBC, 194M or 194N of the Act. The TDS rate in this section is higher of the followings rates:

- twice the rate specified in the relevant provision of the Act; or
- twice the rate or rates in force; or
- the rate of five per cent.

It is also provided that if the provision of section 206AA of the Act is applicable to a specified person, in addition to the provision of this section, the tax shall be deducted at higher of the two rates provided in this section and in section 206AA of the Act. Specified person' means a person (excluding non-residents who do not have a permanent establishment in India or person not required to file income-tax return and notified by Central Government) who has not filed income-tax return under section 139(1) for the preceding year and aggregate of TDS and TCS in his case is INR 50,000 or more in the said year.

Rates of Surcharge

- In case of Corporate Assessees:

Company	Total income upto Rs. 1 crore	Total income exceeds Rs. 1 crore but not Rs. 10 crores	Total income exceeds Rs. 10 crores
Domestic company	Nil	7%	12%
Domestic Company opting for section 115BAA and 115BAB	10%		
Foreign company	Nil	2%	5%

- In case of Non- Corporate Assesseees:

Nature of Income	Up to Rs. 50 lakhs	More than Rs. 50 lakhs but upto Rs. 1 crore	More than Rs. 1 crore but less than Rs. 2 crores	More than Rs. 2 crores but up to Rs. 5 crores	More than Rs. 5 crores
1.Short-term capital gain under section 111A;	Nil	10%	15%	15%	15%
2. Long-term capital gains under section 112A and 112; 3. Short term or Long-term capital gains under section 115AD(1)(b)					
4.Dividend Income ¹ - Residents and Non-residents	Nil	10%	15%	25%	37%
5. Any other Income	Nil	10%	15%	25%	37%

Provided further that where the Assessee has opted for taxation under the new tax regime under section 115BAC of the Act, the surcharge rate not to exceed 25%.

For firm, co-operative society and local authority at the rate of 12% on tax where the taxable income exceeds Rs. 1 crore (Marginal relief in surcharge, if applicable)

1 The FA 2020 caps the surcharge on “dividend”. It appears for this purpose that dividend would mean dividend from equity shares and may not cover dividend from mutual fund schemes/income distributed by mutual funds. This is because the Income-tax Act in several places refers to dividend from equity shares as “dividend” and dividend from mutual fund as “income distributed by mutual fund”. Income distribution by mutual fund is technically not regarded as dividend. Based on such approach, “mutual fund dividend” is subject to super-rich surcharge.

• Rates of Surcharge on tax deducted at source (TDS)

Nature of Income	Upto Rs. 50 lakhs	More than Rs. 50 lakhs but upto Rs. 1 crore	More than Rs. 1 crore but less than Rs. 2 crores	More than Rs. 2 crores but up to Rs. 5 crores	More than Rs. 5 crores	More than Rs. 10 crores
a) Non-corporates(Non-residents)						
Short-term capital gain under section 111A; Long-term capital gains under section 112A and 112;	NIL	10%	15%	15%	15%	15%
• Dividend income ¹	NIL	10%	15%	25%	37%	37%
• Any other Income	NIL	10%	15%	25%	37%	37%
b) Corporates (Foreign Companies)	NIL		2% (More than Rs.1 crore but up to Rs.10 crores)			5%

¹ The FA 2020 caps the surcharge on “dividend”. It appears for this purpose that dividend would mean dividend from equity shares and may not cover dividend from mutual fund schemes/income distributed by mutual funds. This is because the Income-tax Act in several places refers to dividend from equity shares as “dividend” and dividend from mutual fund as “income distributed by mutual fund”. Income distribution by mutual fund is technically not regarded as dividend. Based on such approach, “mutual fund dividend” is subject to super-rich surcharge.

Capital Gains Tax for Foreign Institutional Investors / Foreign Portfolio Investors

Any securities held by Foreign Institutional Investors in accordance with SEBI Regulations, shall be covered within the definition of the term 'Capital Asset' under section 2(14) of the Act.

1. LTCG, arising on sale of debt oriented units (other than units purchased in foreign currency and capital gains arising from transfer of such units by Offshore Funds referred to in section 115AB), held for a period of more than 36 months for units transferred before 23 July 2024, are taxable at the rate of 10% (plus applicable surcharge and Health and Education cess) under Section 115AD of the Act whereas for units transferred on or after 23 July 2024, the holding period would be more than 24 months and same would be taxed at 12.5% (plus applicable surcharge and Health and Education cess). Such gains would be calculated without considering benefit of indexation for the COA.
2. LTCG (over and above Rs. 1.25 lakh) arising on sale of units of equity-oriented funds and subject to conditions relating to payment of STT, are taxable at 10% (plus applicable surcharge and Health and Education cess) under section 112A for units transferred before 23 July 2024 whereas for units transferred on or after 23 July 2024, same would be taxed at 12.5% (plus applicable surcharge and Health and Education cess).
3. Short-term capital gain from the sale of equity-oriented units, subject to STT would be liable to tax at 15% (plus applicable surcharge and Health and Education cess) in accordance with Section 111A of the Act for units transferred before 23 July 2024 whereas for units transferred on or after 23 July 2024, same would be taxed at 20% (plus applicable surcharge and Health and Education cess).
4. Short-term capital gains arising on sale of units, in any other case, which are not subject to STT, are taxable at 30% (plus applicable surcharge and Health and Education cess) under section 115AD of the Act.

Capital Gains Tax for Offshore Funds

1. LTCG arising from transfer of the units of Mutual Fund purchased by the Offshore Funds (Overseas Financial Organizations) in foreign currency would be taxed at the rate of 10% (plus applicable surcharge and Health and Education cess) under section 115AB of the Act for units transferred before 23 July 2024 whereas for units transferred on or after 23 July 2024, same would be taxed at 12.5% (plus applicable surcharge and Health and Education cess). Such gains would be calculated without considering benefit of indexation on COA.
2. Short-term capital gains arising from transfer of the units by the Offshore Funds are taxable as part of total income at normal rates.

Other Note:

Deductions under Chapter VI-A of the Act cannot be claimed against the short-term capital gains and long-term capital gains, covered under section 111A or section 112 or section 112A of the Act.

1. The following amounts would be deductible, from the full value of consideration, to arrive at the amount of capital gains:
 - COA of units as adjusted by Cost Inflation Index notified by the Central Government, where applicable (indexation benefit not available for transfers taking place on or after 23 July 2024), and
 - Expenditure incurred wholly and exclusively in connection with the transfer of units.
- Section 55 provides that for COA of an asset acquired before 01/04/2001, the assessee has an option of either taking the actual cost or FMV of said asset.
- For Capital gains on Specified Mutual Funds:

As per section 50AA of the Act, gains from transfer or redemption or maturity of unit of a Specified Mutual Fund or a Market Linked Debenture acquired on or after 1 April 2023, will be taxed as deemed short-term capital gains at applicable rates. Effective 23 July 2024, it has been proposed to tax capital gains arising from the transfer / redemption / maturity of an unlisted bond or an unlisted debenture also as short-term capital gains irrespective of the holding period of such asset.

Specified Mutual Fund means a Mutual Fund, where not more than thirty five percent of its total proceeds is invested in the equity shares of domestic companies. Provided that the percentage of equity shareholding held in respect of the Specified Mutual Fund shall be computed with reference to the annual average of the daily closing figures.

Tax Rates:

Sr. No.	Assessee	% of Income Tax
1	Individuals, Hindu Undivided Family ('HUF'), Association of Persons ('AOP'), Body of Individuals ('BOI')	Applicable slab rates (as per para below)
2	Domestic company (if the company resorts to the new taxation regime provided under Section 115BAA (Note))	22%
3	Domestic company (if the company resorts to the new taxation regime provided under Section 115BAB(Note))	15%
4	Domestic company having turnover/gross receipt not exceeding INR 400 crore in financial year 2022-23 [if the company does not exercise to adopt the new taxation regime which has the basic tax rate of 22%/15% (as mentioned in sr. no. 2 and 3 above)]	25%
5	Partnership Firms, including Limited Liability Partnerships ('LLPs')	30%
6	Domestic Company (having turnover/gross receipt exceeding INR 400 crore in financial year 2022-23) [if the company does not exercise to Adopt the new taxation regime which has the basic tax rate of 22%/15% (as mentioned in sr. no. 2 and 3 above)]	30%
7	Foreign Company	35%

Note

SEBI had notified SEBI (Foreign Portfolio Investors) Regulations, 2014 on 7 January 2014 whereby existing Foreign Institutional Investor (FII), Sub- Accounts and Qualified Foreign Investors merged into a new investor class termed as Foreign Portfolio Investors (FPIs). For the purpose of section 115AD of the Act, FPIs are recognized as FII.

Subject to prescribed conditions especially such that certain deductions such as section 80G and exemptions need to be foregone. Further, the provisions of Minimum Alternate Tax will not apply to such companies. The option has to be exercised before the due date of filing the income-tax return. Once exercised, it cannot be withdrawn subsequently.

SLAB WISE TAX RATES:

Old Tax Regime

Where total income for a tax year (April to March) is less than or equal to Rs. 250,000* (the basic exemption limit/maximum amount not chargeable to tax)	Nil
Where such total income is more than Rs 250,000* but is less than or equal to Rs. 500,000	5% of the amount by which the total income exceeds Rs 250,000*
Where such total income is more than Rs 500,000 but is less than or equal to Rs 1,000,000	Rs 12,500 plus 20% of the amount by which the total income exceeds Rs 500,000
Where such total income is more than Rs 1,000,000	Rs 112,500 plus 30% of the amount by which the total income exceeds Rs 1,000,000

*The basic exemption limit in case of a resident senior citizen (with age of sixty years or more but less than eighty years) is Rs 300,000, in case of resident in India, who is of the age of eighty years or more at any time during the previous year is Rs 500,000.

Further, a tax rebate up to Rs 12,500 per annum would be available for resident individuals with total income of up to Rs 500,000 per annum.

Under the alternate new regime², the slab rates for individuals and Hindu Undivided Family, Association of Persons, Body of Individuals and Artificial Juridical Persons are as follows:

Where total income for a tax year (April to March) is less than or equal to Rs 300,000 (the basic exemption limit)	Nil
Where such total income is more than Rs 300,000 but is less than or equal to Rs 700,000	5% of the amount by which the total income exceeds Rs 300,000
Where such total income is more than Rs 700,000 but is less than or equal to Rs 1,000,000	Rs 20,000 plus 10% of the amount by which the total income exceeds Rs 700,000
Where such total income is more than Rs 1,000,000 but is less than or equal to Rs 1,200,000	Rs 50,000 plus 15% of the amount by which the total income exceeds Rs 1,000,000
Where such total income is more than Rs 1,200,000 but is less than or equal to Rs 1,500,000	Rs 80,000 plus 20% of the amount by which the total income exceeds Rs 1,200,000
Where such total income is more than Rs 1,500,000	Rs 140,000 plus 30% of the amount by which the total income exceeds Rs 1,500,000

² Section 115BAC. For adopting the new tax regime, most of the deductions/exemptions such as section 80C, 80D, etc. are to be foregone. The aforesaid regime is the default tax regime.

Accordingly, Tax payers will be required to specifically opt for old tax regime. The option under new regime once exercised can be changed in subsequent years (not applicable for business income).

From FY 2023-24, the new tax regime is the default tax regime. However, there is an option available to opt out of the default new tax regime and that option shall be exercised at the time of filing of return of income.

The option for opting out of the default new tax regime shall be exercised for every previous year where the tax payer has no business income, and in other cases the option once exercised for a previous year shall be valid for that previous year and all subsequent years. Certain exemptions/ deductions shall not be available while computing the taxable income under the default new tax regime. Certain other conditions are also applicable.

Rebate of lower of actual tax liability or Rs. 25,000 (against rebate of Rs. 12,500 under the old tax regime) in case of resident individuals having total income not exceeding Rs. 7,00,000 (against total income of Rs. 5,00,000 under the old tax regime). Further, marginal relief is available, to the extent the income-tax payable on total income exceeds the total income above INR 7 lakhs.

Exemption of capital gain from income tax

All Unit holders

Under the provisions of Section 94(7) of the Act, loss arising on sale of Units, which are bought within 3 months prior to the record date (i.e. the date fixed by the Mutual Fund for the purposes of entitlement of the Unit holders to receive income or additional units without any consideration, as the case may be) and sold within 9 months after the record date, shall be ignored for the purpose of computing income chargeable to tax to the extent of exempt income received or receivable on such Units.

Under the provisions of Section 94(8) of the Act, where any person purchases units ('original units') within a period of 3 months prior to the record date, who is allotted additional units without any payment and sells all or any of the original units within a period of 9 months after the record date, while continuing to hold all or any of the additional units, then any loss arising on sale of the original units shall be ignored for the purpose of computing income chargeable to tax. The amount of loss so ignored shall be deemed to be the cost of purchase of the additional units as are held on the date of such sale.

General Anti Avoidance Rule ('GAAR') is an anti-tax avoidance Rule which is applicable w.e.f. April 1, 2017. The objective of GAAR is to deny tax benefits to an arrangement which has been entered into with the main purpose of obtaining tax benefits and which lacks commercial substance or creates rights and obligations which are not at arm's length principle or results in misuse of tax law provisions or is carried out by means or in a manner which are not ordinarily employed for bona fide purposes. The over-arching principle of GAAR provisions is "substance over form".

The Organisation of Economic Co-operation and Development ('OECD') released the Multilateral Convention to implement Tax Treaty related measures to prevent Base Erosion and Profit Shifting ('MLI'). The MLI, amongst others, includes a "principal purpose test", wherein Tax Treaty benefits can be denied if one of the principal purpose of an arrangement or a transaction was to, directly or indirectly, obtain tax benefit. The MLI has also expanded the scope of permanent establishment to include agent (excluding an independent agent) playing principal role, leading to routine conclusion of contracts without material modification. For this purpose, an agent is not considered independent if it acts exclusively or almost exclusively on behalf of one or more closely related enterprises. India has been an active participant in the entire discussion and its involvement in the BEPS project has been intensive. In a ceremony held in Paris on 7 June 2017, various countries including India, signed the MLIs.

Tax Consequences upon Merger/Consolidation of Schemes / Plan

All Unit holders

Transfer of units, being held as 'Capital assets' as defined under the Income-tax Act, 1961, upon consolidation of two or more schemes of equity oriented fund or two or more schemes of a fund other than equity oriented fund or upon consolidation of plans within a mutual fund scheme in accordance with SEBI (Mutual Funds) Regulations, 1996 is exempt from capital gains.

The cost of acquisition of units in the consolidated plan / scheme shall be the cost of units in consolidating plan / scheme of mutual fund and period of holding of the units of consolidated plan / scheme shall include the period of holding for which the units in consolidating plan / scheme of mutual fund were held.

Finance Act, 2020 has rationalized capital gains taxability in relation to mutual fund portfolio segregation as per SEBI regulations. In such a case, the period of holding of segregated units shall be counted from date of holding of original units and the cost of acquisition of segregated units shall be apportioned between original units and segregated units based on net asset value prevailing immediately before segregation.

Clubbing of Income

Subject to the provisions of section 64(1A) of the Act, taxable income accruing or arising in the case of a minor child (not being a minor child suffering from disability specified in section 80U) shall be included in the income of the parent whose total income is greater or where the marriage of the parents does not subsist, in the income of that parent who maintains the minor child. An exemption under section 10(32) of the Act is granted to the parent in whose hand the income is included upto Rs. 1,500/- per minor child. When the child attains majority, the tax liability will be on the child.

Gift of Units

Section 56(2)(x) of the Act provides that any receipt of sum of money and/or property without consideration or for inadequate consideration (exceeding INR 50,000) by all assesses would be taxable as income from other sources. The term 'property' includes shares and securities. Units of a mutual fund could fall within the purview of the term "securities". As per the Act, "property" would refer to capital assets only.

Deduction under section 80C

As per section 80C, an individual/ HUF is entitled to a deduction from Gross Total Income upto Rs. 1.50 lac (along with other prescribed investments) for amounts invested in any units of a mutual fund referred to in section 10(23D) of the Act, under any plan formulated in accordance with such scheme as the Central Government may notify. However, for adopting new tax regime, the deductions/exemptions under section 80 C, 80 D are to be foregone.

Other Benefits

Investments in Units of the Mutual Fund will rank as an eligible form of investment under Section 11(5) of the Act read with Rule 17C of the Income-tax Rules, 1962, for Religious and Charitable Trusts.

Tax Treaty Benefits

A non-resident investor has an option to be governed by the provisions of the Act or the provisions of a Tax Treaty that India has entered into with another country of which the non-resident investor is a tax resident, whichever is more beneficial to the non-resident investor. As per the provisions of the Act, submission of tax residency certificate ("TRC") along with Form No. 10F will be necessary for granting Tax Treaty benefits to non-residents. A taxpayer claiming Tax Treaty benefit shall furnish a TRC of his residence obtained by him from the Government of that country or

specified territory. Further, in addition to the TRC, the non-resident shall also provide such other documents and information subsequently, as may be prescribed by the Indian Tax Authorities. Further as per section 195 of the Act, an application may be required to be made to the tax authorities to determine the withholding tax rate, if transfer/redemption/buyback of Units are covered within the list of specified transactions, such list being yet not specified. Further, the provisions of Section 195 and/or Section 197 of the Act would need to be complied and also documents will have to be furnished by the non-resident investor in this regard.

As per section 196A of the Act, the withholding tax would be lower of 20% (plus applicable surcharge and cess) or the rate provided under the relevant tax treaty, subject to eligibility and compliance with applicable conditions.

B. LEGAL INFORMATION

(i) Prevention of Money Laundering Act, 2002 requirements (“PMLA Requirements”)

In terms of the PMLA Requirements, all intermediaries, including mutual funds, have to formulate and implement a client due diligence process which includes client acceptance process, client identification process, risk management and monitoring of transactions. KYC process is usually performed to verify and maintain the record of identity and address(es) of investors.

The investor(s) /unitholder(s) including guardian(s)/ legal guardian(s) where investor / unitholder is a minor, must ensure that the amount invested in the schemes is derived only through legitimate sources and does not involve and is not designed for the purpose of any contravention or evasion of the provisions of all the applicable laws, rules and regulations, directions issued by the appropriate authority in force from time to time including the Prevention of Money Laundering Act, 2002 the Income Tax Act, 1961, or the Prevention of Corruption Act, 1988, etc. Pursuant to the above and SEBI in terms of master circular dated June 06, 2024, the AMC may seek information or obtain and retain documentation used to establish customers identity. It may re-verify identity and obtain any missing or additional information for this purpose. The AMC /Trustee reserve the right to take all steps and actions, including recording investor(s) /unitholder(s) telephonic calls, and /or obtain and retain documentation for establishing the identity of the investor, proof of residence, source of funds etc. in accordance with the applicable laws, from the investor(s) /unitholder(s), as may be required, to ensure the appropriate identification /verification /re-verification of the investor(s) /unitholder(s), the source of funds etc. under its KYC Policy. The AMC, under powers delegated by the Trustee, shall have absolute discretion to reject any application, prevent further transactions by a unit holder, delay processing redemption as per applicable laws or regulations if:

- after due diligence, the investor/ unit holder / a person making the payment on behalf of the investor does not fulfill the requirements of the KYC as determined by the AMC or the AMC believes that the transaction is suspicious in nature as regards money laundering.
- AMC reserves the right to reject any application and affect a mandatory redemption of units allotted in case of any non-compliance of PMLA and KYC requirements. If the payment for purchase of units are made by a third party (e.g. a power of attorney holder, a financing agency, a relative, etc.), the investor/ applicant may be required to give such details of such transactions so as to satisfy the AMC of the source and/or consideration underlying the transaction.

(ii) Nomination Facility

Pursuant to Regulation 29A of the Mutual Fund Regulations, AMC provides an option to unitholder to nominate (in the manner prescribed under the Mutual Fund Regulations), a

person(s) in whom the units held by him shall vest in the event of his/her death. Where the units are held by more than one person jointly, the joint unit holders may together nominate a person(s) in whom all the rights in the units shall vest in the event of death of all the joint unit holder. By provision of this facility the AMC is not in any way attempting to grant any rights other than those granted by law to the nominee(s).

A nomination in respect of the units does not create an interest in the property after the death of the unit holder. The nominee(s) shall receive the units only as an agent and trustee for the legal heirs or legatees as the case may be. It is hereby clarified that the nominees(s) under the nomination facility provided herein shall not necessarily acquire any title or beneficial interest in the property by virtue of this nomination.

All new investors/unitholders shall continue to be required to mandatorily provide the 'Choice of Nomination' for demat accounts/ MF Folios (except for jointly held Demat Accounts and Mutual Fund Folios)

It is however clarified that the Mutual Fund/AMC will not be bound to transmit the Units in favour of the nominee if it becomes aware of any dispute in relation to the nominee's entitlement to the Units. In the event the Mutual fund/AMC/Trustee incurs or suffers any claim, demand, liabilities, including claims and demands in respect of any prospective or retrospective tax liability, proceedings or actions are filed or initiated against any of them in respect of or in connection with the nomination, the Mutual fund/AMC/Trust shall be entitled to be indemnified absolutely for any loss, expenses, costs and charges that any of them may suffer or incur.

a) Who can nominate/be nominee?

- **Who can nominate:**

Nomination can be made only by individuals on their own behalf, either singly or jointly.

- **Who cannot nominate:**

a power of attorney holder and a guardian investing in units of the Mutual Fund on behalf of a minor. Non individual Unitholder(s)/investors including society, trust (other than a religious or charitable trust), body corporate, company, AOP, BOI, bank, FPI, partnership firm, Karta of Hindu Undivided Family, holder of Power of Attorney cannot nominate.

- **Who can be nominated:**

- i. resident Indian individuals
- ii. minors through parent/legal guardian
- iii. non-resident Indian individuals, subject to the exchange controls in force from time to time.
- iv. religious and charitable trusts; and

v. central government, state government, a local authority or any person designated by virtue of his office or a religious or charitable trust. In case of multiple nominees, the percentage of allocation/ share in favour of each of the nominees should be indicated clearly against the respective names and such allocation/ share should be in whole numbers without any decimals, making a total of 100% (One Hundred per cent). In case the percentage of allocation / share for each of the nominees is not clearly indicated in the nomination form, the Mutual Fund /the AMC, by invoking default option, shall settle the claim equally amongst all the nominees.

In case a minor is nominated, the name and address of the guardian of the minor nominee shall be provided by the unit holder(s).

• **Who cannot be nominated?**

A trust (other than a religious or charitable trust), society, company/ body corporate, partnership firm, Hindu undivided family or a Power of Attorney holder cannot be nominated.

b) How to Nominate?

Investors may make the nomination

(i) at the time of initial investment for purchase units in a scheme by filling up the form / columns for nomination provided in the application form or

(ii) subsequently, using a prescribed Nomination Form, available at all ISCs of the Mutual Fund as well as on the website i.e. www.unifimf.com. If the units are held jointly, all joint unit holders will be required to sign the nomination form.

(iii) Nomination by a Unitholder shall be applicable for all the investments in all schemes held under a particular folio i.e. if nomination is registered at the Folio level, then it will be applicable for all investments in all Schemes under the said Folio.

(iv) Unit holder can nominate (in the manner prescribed under the SEBI Regulations), maximum up to 3 (person(s) in whom the Units held by him/her shall vest in the event of his/her death. It shall be mandatory to indicate clearly percentage of allocation/share in favor of each of the nominees against their name and such allocation/share should be in whole numbers without any decimals making a total of 100 percent. In the event of the Unitholders not indicating the percentage of allocation/share for each of the nominees, the AMC, by invoking default option shall settle the claim equally amongst all the nominees.

In case of multiple nominees, on the death of one or more nominee, the transmission of units shall be made in favour of the remaining nominee(s).

(vi) After the Unit Holder Attains Majority

Anytime after the minor Unitholder attains majority, the Unit holder can write to the ISC requesting for a Nomination Form for the purpose of registering a nominee in accordance with the provisions stated here in above.

(v) **Choice of Nomination**

All new investors/unitholders shall continue to be required to mandatorily provide the 'Choice of Nomination' for demat accounts/ MF Folios (except for jointly held Demat Accounts and Mutual Fund Folios).

c) Change or cancellation of Nomination

A nomination made can be changed or cancelled subsequently by the unitholder(s) by making an application in the prescribed form to the Unifi Mutual Fund for change or cancellation of nomination. Change in / cancellation of nomination can be made only by those individuals who hold units on their own behalf singly or jointly and who made the original nomination.

Any transfer/transmission of Units to any other person shall also result in automatic cancellation of the nomination and the Mutual Fund/AMC shall not be under any obligation to transmit the Units in favour of the nominee(s).

d) Nomination in respect of units stands rescinded upon transfer of units: -

On cancellation of nomination, the nomination made previously shall stand rescinded and

the AMC/ Mutual Fund shall not be under any obligation to transfer the units in favor of any of the persons nominated earlier.

e) Settlement in the event of Death of Investor

- 1) The AMC shall, subject to completion of the necessary formalities by the nominee(s), including KYC Compliance, production of death certificate of the deceased unit holder and duly attested signature of the nominee(s), furnishing of proof of guardianship in case of minor nominee, execution of indemnity bond or such other document as may be required, proceed to effect the payment/transfer of units to the nominee(s).
- 2) Transfer of units/payment to a nominee of the sums shall be valid and effectual against any demand made upon the Mutual Fund /AMC and shall discharge the Mutual Fund /AMC of all liability towards the estate of the deceased unit holder and his/her successors and legal heirs, executors and administrators.
- 3) If the Mutual Fund or the AMC or the Trustee were to incur or suffer any claim, demand, liabilities, proceedings or if any actions are filed or made or initiated against any of them in respect of or in connection with the nomination, they shall be entitled to be indemnified absolutely for any loss, expenses, costs, and charges that any of them may suffer or incur absolutely from the investor's estate.

f) Nomination for units held in electronic (demat) mode

For units of the scheme(s) held in electronic (demat) form with the depository, the nomination details provided by the unitholder to the depository will be applicable to the units of the scheme. Such nominations including any variation, cancellation or substitution of nominee(s) shall be governed by the rules and bye-laws of the depository.

(iii) **Transfer of Units**

Unifi Mutual Fund units (Physical & Demat Form) unless otherwise restricted or prohibited under the scheme, shall be freely transferable by act of parties or by operation of law.

A unitholder, in a close ended scheme listed on a recognized stock exchange, who desires to trade in units shall hold units in dematerialized form.

In case of Schemes that are not listed on a recognized stock exchange, as the Mutual Fund will be repurchasing (subject to completion of Lock-in Period) and issuing Units on an ongoing basis, the transfer facility is redundant.

The asset management company shall, on production of instrument of transfer together with relevant unit certificates, register the transfer and return the unit certificate to the transferee within thirty days from the date of such production:

Provided that if the units are with the depository such units will be transferable in accordance with the provisions of the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018. The instructions for transfer of Units will have to be lodged with the DP in the requisite form along with the requisite documents as may be required from time to time and transfer will be effected in accordance with such rules/regulations as may be in force governing transfer of securities in dematerialized form.

(iv) **Transmission of Units**

In case Units are held in a single name by the unit holder, units shall be transmitted in favor of the nominee where the unit holder has appointed a nominee upon production of death certificate or any other documents to the satisfaction of the Fund, AMC/Trustee or Registrar. If the unit holder has not

appointed a nominee, the units shall be transmitted in favor of the unit holder's executor/administrator of its estate/Legal heir(s) as the case may be on production of death certificate or any other documents to the satisfaction of the Fund, AMC/Trustee or Registrar.

In case units are held jointly by more than one registered unit holder, then upon death of any one of the unit holder, units shall be transmitted in favour of the surviving named holder(s) on production of a death certificate or any other document to the satisfaction of the Fund, AMC/Trustee or Registrar.

The rights in the units will vest in the nominee, if the joint holders have nominated any person, upon the death of all joint unit holders upon the nominee producing a death certificate or any other document to the satisfaction of the Fund, AMC/Trustee or Registrar.

Investor should refer to the relevant section of our website (www.unifmf.com) for more details and information regarding transmission of units.

In case the units are held in demat form, the instructions for transmission of Units will have to be lodged with the DP in the requisite form along with the requisite documents as may be required from time to time and transmission will be effected in accordance with such rules/regulations as may be in force governing transfer of securities in dematerialized form

(v) **Change in Guardian in case of a minor unit holder**

The guardian can be changed in a folio held "on behalf of a minor", either due to mutual consent or demise of the existing guardian. However, the new guardian can only be either a natural guardian (i.e. father or mother) or a court appointed legal guardian. New guardian should submit documentary evidence confirming the relationship with the minor, bank attestation attesting his/her signature and KYC compliance acknowledgment.

The following documents should be submitted for registration of the new guardian:

- Request letter from the new guardian;
- No Objection Letter (NOC) or Consent Letter from existing guardian
- Copy of PAN Card of the new guardian
- KYC acknowledgement or KYC Form of the new guardian;
- Attested copy of the Death Certificate of the deceased guardian, where applicable.
- Attested copy Court Order if the change of guardian is due to appointment of Legal guardian by the court.
- Documentary evidence showing relationship of the new guardian with the Minor (such as minor's Passport/ birth certificate/ PAN Card/ school leaving certificate etc. wherein the name of the new guardian is mentioned.
- A cancelled cheque evidencing the change of guardian in respect of minor's registered bank account with the new Guardian's name.
- Bank attestation attesting the signature of the new guardian in a bank account of the minor where the new guardian is registered as the guardian;
- Additional KYC, FATCA and CRS- Self Certification

**To be duly attested by a Notary Public or a Judicial Magistrate First Class or a Gazette Officer*

(vi) **Minor attaining majority – Status Change**

When a minor unit holder attains majority on completion of 18 (eighteen) years of age, the unitholder is required to make an application to the AMC/RTA to change his / her status from "minor" to "individual" and register his / her signature with the RTA, submitting the following documents:

- a) A prescribed service request form, duly filled and containing details such as the name of the unitholder, folio numbers, scheme name etc;
- b) Bank Account Details of the Applicant along with cancelled cheque with Applicant's

- name printed or Applicant's Bank Statement/ Passbook.
- c) The KYC and PAN of the major unitholder; and
 - d) Additional KYC, FATCA & CRS - Self Certification.

In this regard, unitholders may please note the following:

- a) The AMC/RTA shall endeavor to send advance notice at the registered correspondence address, advising the minor and guardian to submit prescribed documents, in order to effect change of status from 'minor' to 'major'.
- b) In case the requisite documents to change the status are not received by the date when the minor attains the age of majority, no transactions (financial and non-financial) including fresh registration of SIP, STP and SWP will be permitted after the date of minor attaining the age of majority.
- c) In case the requisite documents to change the status are not received by the date when the minor attains the age of majority, no transactions (financial and non-financial) including fresh registration of SIP, STP and SWP will be permitted after the date of minor attaining the age of majority.

(vii) **Duration of the Schemes**

The duration of open-ended schemes is perpetual, while that of the close-ended schemes is as mentioned in the relevant SIDs. However, in terms of the SEBI (Mutual Fund Regulations), 1996, a close-ended scheme shall be wound up on the expiry of duration fixed in the scheme on the redemption of the units unless it is rolled over for a further period as mentioned in sub-regulation (4) of regulation 33 of SEBI (Mutual Fund) Regulations, 1996 and any amendment made thereof.

A Scheme of a Mutual Fund is to be wound up:

- a) On happening of any event, which in the opinion of the Trustee, requires the scheme concerned to be wound up; or
- b) If 75% (seventy-five per cent) of the unit holders of the scheme concerned pass a resolution that the scheme be wound up; or
- c) If SEBI so directs in the interests of unit holders.

Effect of winding up

On and from the date of the publication of notice as specified above, the Trustee or the AMC as the case may be, shall –

- a) cease to carry on any business activities in respect of the scheme so wound up;
- b) cease to create or cancel units in the scheme; and
- c) cease to issue or redeem units in the scheme.

(viii) **KYC Requirements and Requirements of Prevention of Money Laundering Act**

Please refer point (i) above for Prevention of Money Laundering and Point no. 39 of How to apply for Know Your Client ('KYC') Requirements.

(ix) **Unclaimed Redemption / IDCW Amount**

As per para 14.3 of SEBI Master Circular dated June 27, 2024, The unclaimed redemption and dividend amounts, that are currently allowed to be deployed only in call money market or money market instruments, shall also be allowed to be invested in a separate plan of Overnight scheme / Liquid scheme/ Money Market Mutual Fund scheme floated by Mutual Funds specifically for

deployment of the unclaimed amounts.

Provided that such schemes where the unclaimed redemption and dividend amounts are deployed shall be only those Overnight scheme/ Liquid scheme / Money Market Mutual Fund schemes which are placed in A-1 cell (Relatively Low Interest Rate Risk and Relatively Low Credit Risk) of Potential Risk Class matrix.

AMCs shall not be permitted to charge any exit load in this plan and TER (Total Expense Ratio) of such plan shall be capped as per the TER of direct plan of such scheme or at 50 bps, whichever is lower.

Further, for the Unclaimed redemption and dividend amounts deployed by Mutual Funds in Call Money Market or Money Market instruments, the investment management and advisory fee charged by the AMC for managing unclaimed amounts shall not exceed 50 basis points.

Investors who claim the unclaimed amounts during a period of three years from the due date shall be paid initial unclaimed amount along with the income earned on its deployment. Investors, who claim these amounts after 3 years, shall be paid initial unclaimed amount along with the income earned on its deployment till the end of the third year. After the third year, the income earned on such unclaimed amounts shall be used for the purpose of investor education.

In terms of the circular, the onus is on the AMC to make a continuous effort to remind investors through letters to take their unclaimed amounts.

The information on amount unclaimed and number of such investors for each Scheme shall be disclosed in the annual report sent to the Unitholders.

(x) **Website**

The website of the Mutual Fund/AMC is intended solely for the use of resident Indians, non-resident Indians, persons of Indian origin and foreign institutional investors / foreign portfolio investors registered with SEBI. It should not be regarded as a solicitation for business in any jurisdiction other than India. In particular, the information is not for distribution and does not constitute an offer to sell or the solicitation of an offer to buy securities in any jurisdiction where such activity is prohibited. Any persons resident outside India, who nevertheless intend to respond to this material must first satisfy themselves that they are not subject to any local requirements, which restrict or prohibit them from doing so. Information other than that relating specifically to the AMC/ the Mutual Fund and its products is for information purposes only and should not be relied upon as a basis for investment decisions. The AMC cannot be responsible for any information contained in any website linked from the Mutual Fund's website.

The AMC makes no representations whatsoever about any such website which the user may access through the said website. A link to another website does not mean that the AMC endorses or accepts any responsibility for the content, or the use, of such website. It is the responsibility of the user to take precautions to ensure that whatever is selected for use is free of such items as viruses and other items of a destructive nature. The investors are requested to read the terms and conditions given on the said website carefully before using the said website. By using the said website, the investor will be deemed to have agreed that the terms and conditions specified apply to the use of the investor of the said website, any information obtained from the site, and our products and services. If the investor does not agree to the specified terms, the investor may not use the said website or download any content from it.

(xi) **Disclosure of Investors' Information to Service Providers and Intermediaries**

- a) The investors may note that the Mutual Fund or AMC needs to use the services of intermediaries such as post office, local and international couriers, banks and other

intermediaries for correspondence with the investor and for making payments to the investor by cheques, drafts, warrants, electronic mode, etc.

- b) The AMC may share investors' personal information with the following third parties:
 - 1. Registrar, banks and / or authorised external third-party service providers who are involved in transaction processing, dispatches, etc., of investors' investment in the scheme;
 - 2. Distributors or sub-brokers through whom applications of investors are received; or
 - 3. Any other organisations for compliance with any legal or regulatory requirements or to verify the identity of investors for complying with anti-money laundering laws.
- c) The investor expressly agrees and authorises the Mutual Fund or AMC or their intermediaries to correspond with the investor or make payments through intermediaries including but not limited to post office, local and international couriers, and banks. The investor clearly understands that the Mutual Fund or AMC uses such intermediaries for convenience of the investor and such intermediaries are agents of the investor and not the Mutual Fund or AMC.

(xii) **Compliance with Foreign Account Tax Compliance Act (FATCA)**

FATCA is a United States (US) Federal Law, to improve compliance of US tax citizens who have foreign financial assets and offshore accounts. In terms of FATCA, foreign financial institutions (FFIs) are required to report information about financial accounts held by US taxpayers (even if they hold only non-US assets) or held by foreign entities in which US taxpayers hold a substantial ownership interest.

The Government of India and US Government have signed an Inter-Governmental Agreement (IGA) on July 9, 2015, to implement FATCA. Pursuant to the reporting requirements mandated under FATCA.

Further, the Mutual Fund (through its agents or service providers) may report the information related to the investment of any investor to the US tax authorities (or to an Indian agency as notified, once India signs the intergovernmental agreement with US) and redeem and/or apply withholding tax to payments to investors who fail to provide the information and documents required to identify their status, or are non-FATCA compliant financial institutions or fall within other categories specified in the FATCA provisions and regulations. Investors should consult their own tax advisors regarding the applicability of FATCA requirements to them.

The AMC would be required from time to time to:

- (i) undertake necessary due diligence process by collecting information/documentary evidence about US/Non-US status of the investors/unitholders and identify US reportable accounts; and
- (ii) disclose/report information about the holdings, investments returns pertaining to US reportable accounts to the specified US agencies and/or such Indian authorities as may be specified under FATCA guidelines or under any other guidelines issued by Indian regulatory authorities such as SEBI, Income Tax etc. (collectively referred to as the guidelines).

FATCA due diligence will be applicable at each investor/unit holder (including joint holders) level and on being identified as reportable person/specified US person, all folios/accounts will be reported including their identity, direct or indirect beneficiaries, beneficial owners and controlling persons. Further, in case of folio(s)/account(s) with joint holder(s), the entire account value of the investment portfolio will be attributable under each such reportable person. Investor(s)/unitholder(s) will, therefore, be required to comply with the request of the AMC/the Mutual Fund to furnish such information, in a timely manner as may be required by the AMC/the Mutual Fund to comply with the due diligence/reporting requirements stated under IGA and/or the Guidelines issued from time to time. With respect to individuals, the US reportable accounts would cover those with US citizenship or US

residency. One may note that in US, both US citizens and residents are taxed on their worldwide income. With respect to entities, FATCA requires reporting in relation to specified US persons (Eg. US partnerships, private corporations) as well as passive Non-Financial Foreign Entities (NFFEs) in which controlling interest is held by specified US person. The identification of US person will be based on one or more of the following –US “indicia”

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- Identification of account holder as a US citizen or resident;
- Unambiguous indication of a US place of birth;
- Current US mailing or residence address (including a US post office box)
- Current US telephone number;
- Standing instructions to transfer funds to an account maintained in USA;
- Current effective power of attorney or signing authority granted to a person with a US address; or
- An -in-care of or-hold mail address that is the sole address that the Indian Financial Institution has on the file for the account holder.

FATCA provisions are relevant not only at on-boarding stage of investor(s)/unit holder(s) but also throughout the life cycle of investment with the Fund/the AMC. In view of this, investors should immediately intimate to the Fund/the AMC, in case of any change in their status with respect to FATCA related declaration provided by them previously.

the Mutual Fund/AMC reserves the right to reject any application or redeem the units held directly or beneficially in case the applicant/investor(s) fails to furnish the relevant information and/or documentation in accordance with the FATCA provisions, notified.

Investors(s)/unitholder(s) should consult their own tax advisors to understand the implications of FATCA provisions/requirements.

(xiii) **Common Reporting Standard (CRS)**

On similar lines as FATCA, the Organization of Economic Development (“OECD”), along with the G20 countries, of which India is a member, has released a – Standard for Automatic Exchange of Financial Account Information in Tax Matters, in order to combat the problem of offshore tax evasion and avoidance and stashing of unaccounted money abroad, requiring cooperation amongst tax authorities. The G20 and OECD countries have together developed a CRS on automatic exchange of information (“AEOI”). The CRS on AEOI was presented to G20 Leaders in Brisbane on 16th November, 2014. On June 3, 2015, India has joined the multilateral competent authority agreement (MCAA) on AEOI. The CRS on AEOI requires the financial institutions of the source jurisdiction to collect and report information to their tax authorities about account holders - residentials in other countries, such information having to be transmitted - automatically annually. The information to be exchanged relates not only to individuals, but also to shell companies and trusts having beneficial ownership or interest on the residential countries.

Appropriate rules have been notified to implement CRS and FATCA. In view of India’s commitment to implement the CRS on AEOI and also the IGA with USA, and with a view to provide information to other countries, necessary legislative changes have been made through Finance (No. 2) Act, 2014, by amending section 285BA of the Income -tax Act, 1961. Income tax Rules, 1962 were amended vide notification No. 62 of 2015 dated 7th August, 2015 by inserting Rules 114F to 114H and Form 61B to provide a legal basis for the Reporting Financial Institutions (RFIs) for maintaining and reporting information about the Reportable Accounts.

(xiv) **Ultimate Beneficial Ownership(UBO)**

As a part of Client Due Diligence (CDD) Process under PMLA 2002 read with PMLA Rules, 2005 each of the SEBI registered entity, which inter-alia includes Mutual Funds, is required to obtain sufficient information from their clients in order to identify and verify

the identity of persons who beneficially own or control the securities account.

Further, pursuant to SEBI Master Circular No. CIR/ISD/ AML/3/2010 dated December 31, 2010 on Anti Money Laundering Standards and Guidelines on identification of Beneficial Ownership issued by SEBI vide its Circular No. CIR/MIRSD/2/2013 dated January 24, 2013 and Circular No. SEBI/HO/MIRSD/MIRSDSECFATF/P/CIR/2023/091 dated June 16, 2023 and Master Circular No. SEBI/ HO/ MIRSD/ DOP/ CIR/ P/ 2019/113 dated October, 15, 2019 and SEBI Master Circular No. SEBI/HO/MIRSD/MIRSD-SEC-5/P/CIR/2023/022 dated February 03, 2023, investors (other than Individuals) are required to provide details of Ultimate Beneficial Owner(s) ('UBO') and submit proof of identity (viz. PAN with photograph or any other acceptable proof of identity prescribed in common KYC form) of UBO(s).

In order to comply with the above Act/Rules/Regulations, the following Client Due Diligence (CDD) process shall be implemented with effect from January 1, 2015.

i. Applicability:

1. Providing information about beneficial ownership will be applicable to the subscriptions received from all categories of investors except Individuals and a Company listed on a stock exchange or is a majority owned subsidiary of such a Company.
2. Proof of Identity of the UBO such as Name/s, Address & PAN/Passport together with self attested copy alongwith the declaration for Ultimate Beneficial Ownership form is required to be submitted to the AMC/its RTA. The form is available on the website of the AMC i.e. www.dspim.com or the investor may visit any of the nearest investor service centres.
3. In case of any change in the beneficial ownership, the investor should immediately intimate the AMC / its Registrar / KRA, as may be applicable, about such changes.

ii. Identification Process:

(A) For Investors other than Individuals or Trusts:

- (i) If the investor is an unlisted company, partnership firm or unincorporated association / body of individuals, the beneficial owners are the natural person/s who is/are acting alone or together, or through one or more juridical person and exercising control through ownership or who ultimately has a controlling ownership interest.
- (ii) Controlling ownership interest means ownership of / entitlement to:
 - a. more than 10% of shares or capital or profits of the juridical person, where juridical person is a company.
 - b. more than 10% of the capital or profits of the juridical person, where the juridical person is a partnership firm; or
 - c. more than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.
- (iii) In cases, where there exists doubt as to whether the person with the controlling ownership interest is the beneficial owner or where no natural person exerts control through ownership interests, the identity details should be provided of the natural person who is exercising control over the juridical person through other means (i.e. control exercised through voting rights, agreement, arrangements or in any other manner).
- (iv) In case no natural person is identified under any of the above criteria, the person who holds the position of senior managing official shall be provided.

(B) For Investor which is a Trust:

In case of a Trust, the settler of the trust, the trustee, the protector and the beneficiaries with 10% or more interest in the trust or any other natural person exercising ultimate effective control over the trust through a chain of control or ownership shall be considered as beneficial owner.

(C) For Foreign Investors:

The Know Your Client requirements in case of foreign investors viz. Foreign Institutional Investors (FIIs), Sub accounts and Qualified Foreign Investors (QFIs) as specified in SEBI Circular No. CIR/MIRSD/11/2012 dated September 5, 2012 shall be considered for the purpose of identification of beneficial ownership of the investor. In case of Foreign Nationals, who are not KYC complied, please attach the ID proof, Nationality proof and Address proof. All proofs are to be in English language, else, it should be translated in English and must be attested by Indian Embassy of that country.

The AMC/ Trustee reserves the right to reject application forms submitted without disclosing necessary information as prescribed under the aforesaid laws/ rules/ regulations.

(xv) Refund of excess amounts

In case any excess amount(s) is paid to any investor(s)/Unitholder(s) by Unifi AMC whether on account of redemption of units, or any other account (and, in case of payments by cheque, whether encashed or not), whatsoever, then Unifi AMC may seek refund of such excess amount(s) from such investor(s)/Unitholder(s). In case, such investor(s)/Unitholder(s) fail to refund such excess amount(s) within the specified period then Unifi AMC, in addition to its rights as may be available to it under the law, shall also have the right to debit/set off/adjust, either in full or in part, such excess amount(s) together with interest thereon at the rate of 15% p.a. from the amount(s), if any, payable, whether presently or in future, by Unifi AMC to such investor(s)/Unitholder(s) under any Scheme of Unifi MF in the same Folio or any other Folio of such investor(s)/Unitholder(s).

(xvi) Powers To Make Rules

The Mutual Fund/ AMC may from time to time prescribe such forms and make such rules for the purpose of giving effect to the provisions of the Scheme, and add to, alter or amend all or any of the forms and rules that may be framed from time to time in the interest of the Investors.

C. GENERAL INFORMATION

1. Inter-scheme transfer of investments:

Transfers of investments from one scheme to another scheme of the same Mutual Fund shall be allowed only if:

a) such transfers are done at the prevailing market price (essentially fair valuation price) for quoted instruments on spot basis (spot basis shall have the same meaning as specified by a stock exchange for the spot transaction); and transfers of unquoted instruments will be made at fair valuation price. Inter-scheme transfer of all debt and money market securities are done as per the Price provided by valuation agencies (currently CRISIL / ICRA) for the said purpose, and as per the policy laid down by the Trustee from time to time; and

b) the securities so transferred shall be in conformity with the investment objective of the scheme to which such transfer has been made.

c) With respect to Inter-scheme transfers, it has been decided that:

i. AMCs shall seek prices for IST of any money market or debt security (irrespective of maturity), from the valuation agencies.

ii. AMFI, in consultation with valuation agencies shall decide a turn-around-time (TAT), within which IST prices shall be provided by the agencies.

iii. If prices from the valuation agencies are received within the pre-agreed TAT, an average of the prices so received shall be used for IST pricing.

iv. If price from only one valuation agency is received within the agreed TAT, that price may be used for IST pricing.

v. If prices are not received from any of the valuation agencies within the agreed TAT, AMCs may determine the price for the IST, in accordance with Clause 3 (a) of Seventh Schedule of SEBI (Mutual Funds) Regulations, 1996.

2. Aggregate investment in the scheme under the following categories:

In accordance with Paragraph on 'Scheme Related Disclosures' of SEBI Master Circular for Mutual Funds dated June 27, 2024, the aggregate investment in the respective Scheme(s) by Board of Directors of Unifi AMC and key personnel needs to be disclosed. Since Unifi AMC is yet to start the operation, the below disclosure to be read as 'Not Applicable'.

Scheme Name	Aggregate amount invested in the Scheme as on, (market value in Rs.)		
	AMC's Board of Directors	Key personnel (excluding Fund Manager)	Fund Manager
Not Applicable	NA	NA	NA

3. Dematerialisation and Rematerialisation Procedures

a. How to apply for / get allotment of units in Demat mode:

The investors who intend to deal in depository mode (Demat mode) are required to have a demat account with Central Depository Services (India) Ltd ("CDSL") / National Securities Depository Ltd. ("NSDL"). The investors who subscribe for units through Exchange (BSE / NSE) and wish to have units in Dematerialised form, are required to place an order for purchase of units with the AMFI certified distributor or SEBI registered investment advisors. The investor should provide their depository account details to AMFI certified distributor or SEBI registered investment advisors. The purchase order will be entered in the Stock Exchange system by AMFI certified distributor or SEBI registered investment advisors & an order confirmation slip will be issued to investor. The investor will transfer the funds to the clearing corporation. For purchases through other modes, depository account details to be mentioned in the transactions if the units are required in Demat mode. Such units, post allotment, will be credited to the mentioned depository account post validation.

b. How to convert the units held in SoA mode to Demat mode:

Investors desiring to convert the physical units (SoA mode) into dematerialized form, need to submit the dematerialized request along with their latest account statement with their Depository Participant.

c. How to convert the units held in Demat mode to Remat mode: Investor has to apply for Remat through his Depository Participant (DP) and complete the prescribed applications available at DP

end. Once this is done, DP will send the same to RTA for processing.

d. How to redeem the units held in Demat mode:

The investors who hold units in dematerialised form are required to place an order for redemption with the AMFI certified distributor or SEBI registered investment advisors. The investors should provide their AMFI certified distributor or SEBI registered investment advisors with Depository Instruction Slip with relevant units to be debited from his account. The redemption order will be entered in the system & an order confirmation slip will be issued to investor. Presently no limit is applicable for the redemption of units. However, redemptions can be placed only in terms of units.

Investor's also have an option of placing redemption on dematerialised units directly through their depository participant, wherein DP will upload redemptions directly with the depository which will be picked by RTA for processing.

e. Is switch-transaction permissible if the units are held in Demat:

Investors who intend to switch their demat units (Switch-in and switch-out transactions), need to submit the request through Stock Exchange platforms.

f. The procedure for change in investor's profile / bank account details etc. in respect of units held in demat mode (i.e., To whom the investor is required to approach, in case of such requests):

In case of non-financial requests/ applications such as change of investor's profile, address, bank details, complaints etc. investors should approach their respective Depository Participant(s) if units are held in demat mode.

4. Additional Mode of Payment through Applications Supported by Blocked Amount (ASBA) (Only during NFO period):

In line with para 14.8 of SEBI Master Circular dated June 27, 2024, all the new scheme (NFOs) shall offer ASBA facility to the investors subscribing to New Fund Offers (NFOs). This facility shall coexist with the current process, wherein cheques are used as a mode of payment.

Benefits of Applying through ASBA facility:

I. Writing cheques and demand drafts is not required, as investor needs to submit ASBA application Form accompanying an authorization to block the account to the extent of application money towards subscription of Units. The balance money, if any, in the account can be used for other purposes by the investors.

II. Release/Unblocking of blocked funds after allotment is done instantaneously.

III. Unlike other modes of payment, ASBA facility prevents the loss of interest income on the application money towards subscription of Units as it remains in the bank account of the investor till the allotment is made.

IV. Refunds of money to the investors do not arise as the application money towards subscription of Units gets blocked only on the allotment of Units.

V. The investor deals with the known intermediary i.e. his/her own bank.

VI. The application form is simpler as the application form for ASBA will be different from the NFO application form.

ASBA Procedure

(a) An Investor intending to subscribe to the Units of the NFO through ASBA, shall submit a duly completed ASBA Application Form to a Self-Certified Syndicate Bank (SCSB), with whom his/her bank account is maintained.

Note: Self Certified Syndicate Bank (SCSB): Self Certified Syndicate Bank (SCSB) means a bank registered with SEBI to offer the facility of applying through the ASBA process. ASBAs can be accepted only by SCSBs, whose name appears in the list of SCSBs as displayed by SEBI on its website at www.sebi.gov.in.

(b) The ASBA Application Form towards the subscription of Units can be submitted through one of the following Modes:

i) Submit the form physically with the Designated Branches (DBs) of the SCSB ("Physical ASBA");

Note: Designated Branches (DBs) of the SCSB: Designated Branches (DBs) of the SCSBs are the branches of the SCSBs which shall collect the ASBA Application form duly filled by the Investors towards the subscription to the Units of the Scheme offered during the NFO.

or

ii) Submit the form electronically through the internet banking facility offered by the SCSB ("Electronic ASBA").

(c) An acknowledgement will be given by the SCSB in the form of the counter foil or specifying the application number for reference. Such acknowledgement does not guarantee, in any manner that the investors will be allotted the Units applied for.

Note: if the bank account specified in the ASBA Application Form does not have sufficient credit balance to meet the application money towards the subscription of Units, the Bank shall reject the ASBA application form.

(d) On acceptance of Physical or Electronic ASBA, the SCSB shall block funds available in the bank account specified to the extent of the application money specified in the ASBA Application Form.

(e) The application money towards the Subscription of Units shall be blocked in the account until

(i) Allotment of Units is made or (ii) Rejection of the application or (iii) Winding up of the Scheme, as the case may be.

(f) SCSBs shall unblock the bank accounts for (i) Transfer of requisite money to the Mutual Fund / Scheme bank account against each valid application on allotment or (ii) in case the application is rejected.

(g) The list of SCSBs and their DBs where ASBA application form can be submitted is available on the websites of BSE (www.bseindia.com), NSE (www.nseindia.com) and SEBI (www.sebi.gov.in) and shall also be given in the ASBA application form.

Note: No request for withdrawal of ASBA application form made during the NFO Period will be allowed.

Grounds for Technical Rejections of ASBA application forms

ASBA Application Forms can be rejected, at the discretion of Registrar and Transfer Agent of Tata Mutual Fund or SCSBs including but not limited on the following grounds:-

1. Applications by persons not competent to contract under the Indian Contract Act, 1872, including but not limited to minors, insane persons etc.
2. Mode of ASBA i.e. either Physical ASBA or Electronic ASBA, not selected or ticked.
3. ASBA Application Form without the stamp of the SCSB.
4. Application by any person outside India if not in compliance with applicable foreign and Indian laws.
5. Bank account details not given/incorrect details given.
6. Duly certified Power of Attorney, if applicable, not submitted alongwith the ASBA application

form.

7.No corresponding records available with the Depositories matching the parameters namely

(a) Names of the ASBA applicants (including the order of names of joint holders)

(b) DP ID (c) Beneficiary account number or any other relevant details pertaining to the Depository Account.

5. Portfolio Turnover Details

For open-ended scheme, it is expected that there would be a number of subscriptions and redemptions on a daily basis. Consequently, it is difficult to estimate with any reasonable measure of accuracy, the likely turnover in the portfolio. There may be an increase in transaction cost such as brokerage paid, if trading is done frequently. Frequent trading may increase the profits which will offset the increase in costs. The fund manager will endeavor to optimize portfolio turnover to maximize gains and minimize risks keeping in mind the cost associated with it. However, it is difficult to estimate with reasonable accuracy, the likely turnover in the portfolio of the Scheme. The Schemes has no specific target relating to portfolio turnover.

6. Associate transactions:

Since this is the first scheme to be launched by M/s. Unifi Asset Management Private Limited, the disclosures under this section is not applicable.

As per the investment policy of the company, no investments shall be made in the instruments of the group or associate companies of the AMC and Sponsor.

The AMC, on behalf of the Fund, may utilise the services of Sponsors, group companies and any other subsidiary or associate company of the Sponsors established or to be established at a later date, in case such a company (including their employees or relatives) is in a position to provide the requisite services to the AMC. The AMC will conduct its business with the aforesaid companies (including their employees or relatives) on commercial terms and on arms-length basis and at a mutually agreed terms and conditions to the extent and limits permitted under the SEBI Regulations. Appropriate disclosures, wherever required, shall be made by the AMC.

Conflict of interest

The Trustee Company, the Asset Management Company, the Custodian, the Registrar, any Associate, any Distributor, Dealer, other companies within the Unifi group, etc. may from time to time act (individually and / or jointly) as manager, custodian, registrar, administrator, investment adviser, distributor or dealer or agent or marketing associate, respectively in relation to, or be otherwise involved in, other Schemes / Funds / Activities (in the same or different capacity) (to the extent permitted under various relevant Regulations), which may have similar investment objectives to those of the Scheme/ Fund. The Unifi AMC, may for example, make investments for other permitted business activities or on its own behalf without making the same available to the Scheme / Fund. The Asset Management Company/Trustee Company will, at all times, have regard in such event to its obligations to act in the best interests of the Scheme / Fund so far as is practicable, having regard to its obligations to other permitted business activities and will ensure that such transactions are conducted with / by the Scheme / Fund purely on commercial terms / on an arm's length basis as principal to principal.

Unifi Mutual Fund/AMC may, utilise the services of the associate companies (& to whom selling commission has been paid/provided for their marketing efforts in mobilising subscription for the units of the previous schemes of the Fund)and/or the Sponsors, Associates, other Companies within the Unifi group,employees or their relatives, etc. for the purpose of any securities transactions & distribution & sale of Units / securities, provided that any deal in securities through any broker associated with the sponsors should not be beyond 5% of the quarterly aggregate purchase & sale of securities by Unifi Mutual Fund, as per SEBI Regulations & the

brokerage or commission paid as per prevailing market practice and/or approved rates is disclosed in the half yearly annual accounts of the Fund. Unifi AMC may, invest in Units of the Funds / Schemes in Unifi MF (the existing Funds / Schemes including the present Scheme & others as may be announced / launched from time to time), only after full disclosure of its intention to invest has been made in the Offer document . Unifi AMC shall not charge any fees on its investment in Units of the Funds / Schemes in Unifi MF. Unifi AMC shall not act as a Trustee of any Mutual Fund and shall not undertake any business activities except activities in the nature of management and advisory services provided to pooled assets including offshore funds, pension funds, provident funds, insurance funds, , if any of such activities are not in conflict with the activities of the mutual fund. Provided that Unifi AMC may itself or through its subsidiaries undertake such activities if it satisfies SEBI to undertake such activities as permitted under clause (b) of Section 24 of SEBI (Mutual Fund) Regulations, 1996.

2. Documents available for inspection:

The following documents will be available for inspection at the office of the Mutual Fund at No.19, 3rd Floor, Kakani Towers, 15, Khader Nawaz Khan Road, Nungambakkam, Chennai- 600 006, Tamil Nadu, India, during business hours on any day (excluding Saturdays, Sundays and public holidays):

- Memorandum and Articles of Association of the AMC
- Investment Management Agreement
- Trust Deed and amendments thereto, if any
- Mutual Fund Registration Certificate
- Agreement between the Mutual Fund and the Custodian
- Agreement with Registrar and Share Transfer Agents
- Consent of Auditors to act in the said capacity
- Consent of Legal Advisors to act in the said capacity if any
- Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and amendments from **time to time thereto.**
- Indian Trusts Act, 1882.

3. Investor grievance redressal mechanism:

The investors' complaints history for the last three fiscal years of existing schemes and the redressal mechanism thereof is Not Applicable for Unifi AMC since this is the first scheme to be launched by the company.

Investors may contact any of the Investor Service Centers (ISCs) of the AMC for any queries / clarifications.

Contact details for general service requests:

You may call on Toll Free: 18003092833 (Monday to Friday [9 am] to [6 pm], Saturday [9 am] to [1 pm]) or write to us on email id: services@unifimf.com or raise a service ticket on our website at link: www.unifimf.com

Contact details for complaint resolution:

Mr. Suresh Kumar N K
Investor Relations Officer
Tel No: 18003092833
Email: iro@unifimf.com

Investors can also raise any complaints or grievances on “SCORES Platform” of SEBI at <https://scores.gov.in/scores/Welcome.html> or on “Online Dispute Resolution Portal” (ODR) at

<https://smartodr.in/login>.

With respect to transactions through BSE and/or NSE, the investors/Unit Holders should approach either the stock broker or the investor grievance cell of the respective stock exchange.

SCORES

SCORES is an online grievance redressal facilitation platform provided by SEBI. Complainants can lodge grievances pertaining to securities market against SEBI regulated entities like listed companies, Registered Intermediaries and Market Infrastructure Institutions. Investors shall first take up their grievances for redressal with the entity concerned, through their designated persons/officials who handle issues relating to compliance and redressal of investor grievances.

Investors can also register their complaint/grievances on the SCORES portal at <https://scores.sebi.gov.in>, which is developed by SEBI through their web portal.

How Scores works:

- Register on Scores- Fetch details from KYC Registration Agency or fill the Registration Form
- Lodge Complaint- Select appropriate category of complaint, Nature of Complaint and Name of the SEBI regulated Entity (i.e. Listed Company/ Registered Intermediaries/ Market Infrastructure Institutions)
- Track Status-Track the status of complaint. Please note that automatic reminders are sent to entities for timely resolution of complaint.
- Seek Review- Two level review system- Seek Review of your complaint within 15 days from date of receipt of ATR from the Entity for First Level Review and 15 days of receipt from Designated Body for Second Level Review.

Online Dispute Resolution (ODR)

In accordance with SEBI Master Circular with respect to Online Resolution of Disputes in the Indian Securities Market, a common Online Dispute Resolution (“ODR”) Portal has been launched in order to harness online conciliation and online arbitration for resolution of disputes arising in the Indian Securities Market. The said Master Circular along with the link to the ODR Portal viz. <https://www.smartodr.in> has been displayed on our website www.unifimf.com for the convenience of unitholders/ investors.

D. Information pertaining to Investments by the Schemes of the Fund

1. Derivative Strategies

Investments in Derivatives shall be in accordance with the guidelines as stated under Para 7.5, 7.6 and 12.25 of SEBI Master Circular No. SEBI/HO/IMD/IMD-PoD-1/P/CIR/2024/90 June 27, 2024 as may be amended from time to time.

Investment in Derivatives

As part of the Fund Management process, the schemes, may use derivative instruments such as index futures and options, stock futures and options contracts, or any other derivative instruments that are permissible or may be permissible in future under applicable regulations and such investments shall be in accordance with the investment objectives of the Scheme.

Equity Derivatives

The Scheme(s) may use various equity derivatives from time to time, as would be available and permitted by SEBI, in an attempt to protect the value of the portfolio and enhance unitholder's interest. Accordingly, the Scheme(s) may use derivative instruments like futures & options stock

indices, future & options on individual securities or such other derivative instruments as may be introduced from time to time as permitted under the SEBI (Mutual Funds) Regulations, 1996.

Illustration of some derivative transactions

i) Stock/Index Futures:

Investment in Stock / Index Futures can give exposure to the stock/index without directly buying the individual stocks. Appreciation in Index / stocks can be effectively captured through investment in Stock / Index Futures. The Scheme can sell futures to hedge against market movements effectively without actually selling the stocks it holds.

Illustration

Spot Index: 2070

1-month Nifty Future Price on day 1: 2075 Scheme buys 100 lots

Each lot has a nominal value equivalent to 200 units of the underlying index.

Situation 1:

Let us say that on the date of settlement, the future price = Closing spot price = 2085 Profits for the Scheme = $(2085-2075) * 100 \text{ lots} * 200 = \text{Rs. } 200,000$

Situation 2:

Let us say that on the date of settlement, the future price = Closing spot price = 2065

Loss for the Fund = $(2065-2075) * 100 \text{ lots} * 200 = (\text{Rs. } 200,000)$

Please note that the above example is given for illustration purposes only.

The net impact for the scheme will be in terms of the difference between the closing price of the index and cost price (ignoring margins and transaction costs for the sake of simplicity).

Basic Structure of a Stock & Index Future

The Stock Index futures are instruments designed to give exposure to the equity markets indices. BSE Limited (BSE) and National Stock Exchange of India Limited (NSE) provide futures in select stocks and indices with various maturity buckets. The pricing of a stock/index future is the function of the underlying stock/index and short-term interest rates.

Buying Options:

Benefits of buying a call option: Buying a call option on a stock or index gives the owner the right, but not the obligation, to buy the underlying stock / index at the designated strike price. Here the downside risks are limited to the premium paid to purchase the option.

Illustration

For example, if the Scheme buys a one-month call option on A Limited at a strike of Rs. 250, the current market price being say Rs.251. The Scheme will have to pay a premium of say Rs. 15 to buy this call. If the stock price goes below Rs. 250 during the tenure of the call, the Scheme avoids the loss it would have incurred had it straightaway bought the stock instead of the call option. The Scheme gives up the premium of Rs. 15 that has to be paid in order to protect the fund from this probable downside. If the stock goes above Rs. 250, it can exercise its right and own A Limited at a cost price of Rs. 250, thereby participating in the upside of the stock.

Benefits of buying a put option: Buying a put option on a stock originally held by the buyer gives him/her the right, but not the obligation, to sell the underlying stock at the designated strike price. Here the downside risks are limited to the premium paid to purchase the option.

Basic Structure of an Option

An option gives a buyer the right but does not cast the obligation to buy or sell the underlying. An option is a contract between two parties wherein the buyer receives a privilege for which he pays a fee (premium), and the seller accepts an obligation for which he receives a fee. The premium is the price negotiated and set when the option is bought or sold. A person who buys an option is said to be long in the option. A person who sells (or writes) an option is said to be short in the option.

Option Contracts (Stock and Index)

In the global financial markets, particularly securities markets, options have been, for quite many years, a means of conveying rights from one party to another at a specified price on or before a specific date, at a cost, which is called Premium. The underlying instrument can be an individual stock or a stock index such as the BSE Sensex (such options being referred to as index options). Options are used widely the world over to manage risk and generate income. Options may be preferred over futures as they provide asymmetric pay offs.

There are broadly two kinds of Options trade viz. Long & Short.

A Long Call is buying a Call option to purchase the stock at a later date at a fixed price called the strike price.

A Long Put on the other hand is buying Put option i.e. an option to sell the stock at a later date at the strike price.

Similarly, A Short Call is selling a Call option which is also called writing a Call option by which the option writer has an obligation to sell the stock to the call buyer at the strike price.

A Short Put is to sell or write a Put option i.e. an obligation to buy the stock from the Put buyer at the strike price. The specified price at which the shares are contracted to be purchased or sold is called the strike price. Options that can be exercised on or before the expiration date are called American Options, while those that can be exercised only on the expiration date are called European Options. Option contracts are designated by the type of option, name of the underlying, expiry month and the strike price.

Writing of Covered Call Options by Mutual Fund Schemes:

- a. Mutual Fund schemes (except Index Funds and ETFs) may write call options only under a covered call strategy for constituent stocks of NIFTY 50 and BSE SENSEX subject to the following:
- b. The total notional value (taking into account strike price as well as premium value) of call options written by a scheme shall not exceed 15% of the total market value of equity shares held in that scheme.
- c. The total number of shares underlying the call options written shall not exceed 30% of the unencumbered shares of a particular company held in the scheme. The unencumbered shares in a scheme shall mean shares that are not part of Securities Lending and Borrowing Mechanism (SLBM), margin or any other kind of encumbrances.
- d. At all points of time the Mutual Fund scheme shall comply with the provisions at paragraph (a) and (b) above. In case of any passive breach of the requirement at paragraph (a), the respective scheme shall have 7 trading days to rebalance the portfolio. During the rebalancing period, no additional call options can be written in the said scheme.
- e. In case a Mutual Fund scheme needs to sell securities on which a call option is written under a covered call strategy, it must ensure compliance with paragraphs (a) and (b) above while selling the securities.
- f. In no case, a scheme shall write a call option without holding the underlying equity shares. A call option can be written only on shares which are not hedged using other derivative contracts.

g. The premium received shall be within the requirements prescribed in terms of paragraph 5 of SEBI circular dated August 18, 2010 i.e. the total gross exposure related to option premium paid and received must not exceed 20% of the net assets of the scheme.

h. The exposure on account of the call option written under the covered call strategy shall not be considered as exposure in terms of paragraph 3 of SEBI Circular no. Cir/IMD/DF/11/2010, dated August 18, 2010.

i. The call option written shall be marked to market daily and the respective gains or losses factored into the daily NAV of the scheme until the position is closed or expired.

As and when SEBI notifies amended limits in position limits for exchange traded derivative contracts in future, the aforesaid position limits, to the extent relevant, shall be read as if they were substituted with the SEBI amended limits.

Various Derivatives Strategies:

If and where Derivative strategies are used under the scheme the Fund Manager may employ a combination of the following strategies:

1. Index Arbitrage:

Example: Nifty 50 Index. As the Nifty 50 Index derives its value from fifty underlying stocks, the underlying stocks can be used to create a synthetic index matching the Nifty Index levels. Also, theoretically, the fair value of a stock/ index futures is equal to the spot price plus the cost of carry i.e., the interest rate prevailing for an equivalent credit risk, in this case is the Clearing Corporation of the NSE. Theoretically, therefore, the pricing of Nifty Index futures should be equal to the pricing of the synthetic index created by futures on the underlying stocks. However, due to market imperfections, the index futures may not exactly correspond to the synthetic index futures. The Nifty Index futures normally trades at a discount to the synthetic Index due to large volumes of stock hedging being done using the Nifty Index futures giving rise to arbitrage opportunities. The fund manager shall aim to capture such arbitrage opportunities by taking long positions in the Nifty Index futures and short positions in the synthetic index. The strategy is attractive if this price differential (post all costs) is higher than the investor's cost-of-capital. Objective of the Strategy The objective of the strategy is to lock in the arbitrage gains.

2. Cash Futures Arbitrage: (Only one way as funds are not allowed to short in the cash market).

The Scheme/s would look for market opportunities between the spot and the futures market. The cash futures arbitrage strategy can be employed when the price of the futures exceeds the price of the underlying stock. The Scheme will first buy the stocks in the cash market and then sell in the futures market to lock the spread known as arbitrage return. Buying the stock in the cash market and selling the futures results into a hedge where the Plans have locked in a spread and is not affected by the price movement of cash market and futures market. The arbitrage position can be continued till expiry of the future contracts. The future contracts are settled based on the last half an hour's weighted average trade of the cash market. Thus, there is a convergence between the cash market and the futures market on expiry. The strategy is attractive if this price differential (post all costs) is higher than the investor's cost-of-capital. Objective of the Strategy is to lock in the arbitrage gains.

3. Hedging and alpha strategy:

The fund may use exchange-traded derivatives to hedge the equity portfolio. The hedging could be either partial or complete depending upon the fund managers' perception of the markets. The fund manager shall either use index futures and options or stock futures and options to hedge the stocks in the portfolio. The fund may seek to generate alpha by superior stock selection and removing market

risks by selling appropriate index. For example, one can seek to generate positive alpha by buying an IT stock and selling Nifty IT Index future or a bank stock and selling Bank Index futures or buying a stock and selling the Nifty Index. Objective of the Strategy The objective of the strategy is to generate alpha by superior stock selection and removing market risks by hedging with an appropriate index.

4. Other Derivative Strategies:

As allowed under the SEBI guidelines on derivatives, the fund manager may employ various other stock and index derivative strategies by buying or selling stock/index futures and/or options. Objective of the Strategy The objective of the strategy is to earn low volatility consistent returns.

5. Covered Call Strategy:

A call option gives the holder (buyer) the right but not the obligation to buy an asset by a certain date for a certain price. The covered call is a strategy in which a seller sells a call option on a stock he owns.

Benefits of using Covered Call strategy in Mutual Funds: The covered call strategy can be followed by the Fund Manager in order to hedge risk thereby resulting in better risk adjusted returns of the Scheme.

The strategy offers the following benefits:

- Hedge against market risk - Since the fund manager sells a call option on a stock already owned by the mutual fund scheme, the downside from fall in the stock price would be lower to the extent of the premium earned from the call option.
- Generating additional returns in the form of option premium in a range bound market. Thus, a covered call strategy involves gains for unit holders in case the strategy plays out in the right direction.

Illustration - Covered Call strategy using stock call options: Suppose a fund manager buys equity stock of ABC Ltd. For Rs. 1000 and simultaneously sells a call option on the same stock at a strike price of Rs. 1100. The scheme earns a premium of say, Rs. 50. Here, the fund manager does not think that the stock price will exceed Rs. 1100.

Scenario 1: Stock price exceeds Rs. 1100

The call option will get exercised, and the fund manager will sell the stock to settle his obligation on the call at Rs.1100 (earning a return of 10% on the stock purchase price). Also, the scheme has earned a premium of Rs. 50.

Net Gain -

$Rs. 1100 \text{ (strike price)} - Rs. 1000 \text{ (stock purchase price)} + Rs. 50 \text{ (premium earned)} = Rs. 150 .$

Scenario 2: Stock prices stay below Rs. 1100

The call option will not get exercised and will expire worthless. The premium earned on call option will generate alpha for the scheme.

Net Gain - Rs. 50 (premium earned).

Fixed Income Derivatives

Interest Rate Swap (IRS)

IRS is a widely used derivative product in the financial markets to manage interest rate risk. A typical transaction is a contract to exchange streams of interest rate obligation/income on a notional principal amount with a counter party, usually a bank. The two interest streams are, fixed rate on one side and floating rate on the other.

Example: Suppose the Fund holds a fixed rate bond of maturity 5 years carrying a fixed interest rate (YTM) of 7.25% p.a. payable half yearly. Such an investment runs the risk of depreciation if interest rates rise. To manage this risk, the Fund can enter into an IRS with another market participant, here the Fund contracts to pay fixed rate, say 6.85% p.a., and receive a floating rate (say overnight MIBOR). This transaction is done for a notional principal amount equal to the value of the investment. By such a contract a fixed rate income is offset by a fixed rate payment obligation leaving only a floating rate income stream. Thus, without actually investing in a floating rate asset, the Fund starts earning a floating rate income, reducing the risk of depreciation associated with the fixed rate investment. Following table summarises the cash flow streams:

Original investment : 7.25% p.a.

Pay (Fixed rate) : 6.85% p.a. (IRS)

Receive (Floating rate) : MIBOR

Net Flow : MIBOR + 0.40% p.a. (*)

* (7.25% p.a. - 6.85 % p.a.)

The floating rate reference is defined in the swap agreement.

The above example illustrates a case of fixed to floating rate swap. A swap could be done to move from floating rate to fixed rate in a similar fashion.

Please note that the above example is hypothetical in nature and the interest rates are assumed. The actual return may vary based on actual and depends on the interest rate prevailing at the time the swap agreement is entered into.

The Scheme will be allowed to take exposure in Interest Rate Swaps only on a non-leveraged basis. A swap will be undertaken only if there is an underlying asset in the portfolio.

The Scheme may use other derivatives such as interest rate futures, etc, to meet the investment objective of the Scheme, whenever such instruments are available in the market.

Interest Rate Futures

IRF means a standardized interest rate derivative contract traded on a recognized stock exchange to buy or sell a notional security or any other interest bearing instrument or an index of such instruments or interest rates at a specified future date, at a price determined at the time of the contract. Hedging using interest rate futures could be perfect or imperfect, subject to applicable regulations. Currently, exchange traded Interest Rate Futures traded on exchange are standardized contracts based on 10-Year Government of India Security and 91 day Treasury bill. IRF contracts are cash settled. IRFs give an opportunity in the fixed income market to hedge interest rate risk or rebalance the portfolio by using them. By locking into a price, the IRF contract can help to eliminate the interest rate risk. Thus, in order to protect against a fall in the value of the portfolio due to falling bond prices, one can take short position in IRF contracts.

Example:

Date: May 01, 2024 Spot price of the Government Security: Rs.105 Price of IRF- Jan contract: Rs. 105.5
On Jan 01, 2024, Fund buys 100 units of the Government security from the spot market at Rs. 105. Subsequently, it is anticipated that the interest rate will rise in the near future. Therefore to hedge the exposure in underlying Government security, Fund sells May 2024 Interest Rate Futures contracts at Rs. 105.5. On May 15, 2024 due to increase in interest rate: Spot price of the Government Security: Rs. 104

Futures Price of IRF Contract: Rs.104.2

Loss in underlying market will be $(105 - 104) \times 100 = (\text{Rs. } 100)$

Profit in the Futures market will be $(105.50 - 104.2) \times 100 = \text{Rs. } 130$

Interest Rate Futures (IRFs) (both perfectly and imperfectly hedged):

To reduce interest rate risk in a debt portfolio, scheme may hedge the portfolio or part of the portfolio (including one or more securities) on weighted average modified duration basis by using Interest Rate Futures (IRFs). The maximum extent of short position that may be taken in IRFs to hedge interest rate risk of the portfolio or part of the portfolio, is as per the formula given below:

$(\text{Portfolio Modified Duration} \times \text{Market Value of the Portfolio})$

 $(\text{Futures Modified Duration} \times \text{Futures price} / \text{PAR})$

In case the IRF used for hedging the interest rate risk has different underlying security(s) than the existing position being hedged, it would result in imperfect hedging.

Imperfect hedging using IRFs may be considered to be exempted from the gross exposure, upto maximum of 20% of the net assets of the scheme, subject to the following:

- a. Exposure to IRFs is created only for hedging the interest rate risk based on the weighted average modified duration of the bond portfolio or part of the portfolio.
- b. The scheme is permitted to resort to imperfect hedging, without it being considered under the gross exposure limits, if and only if, the correlation between the portfolio or part of the portfolio (excluding the hedged portions, if any) and the IRF is atleast 0.9 at the time of initiation of hedge. In case of any subsequent deviation from the correlation criteria, the same may be rebalanced within 5 working days and if not rebalanced within the timeline, the derivative positions created for hedging shall be considered under the gross exposure computed in terms of Para 3 of SEBI circular dated August 18, 2010. The correlation should be calculated for a period of last 90 days.

Explanation: If the fund manager intends to do imperfect hedging upto 15% of the portfolio using IRFs on weighted average modified duration basis, either of the following conditions need to be complied with:

- i. The correlation for past 90 days between the portfolio and the IRF is at least 0.9 or
- ii. The correlation for past 90 days between the part of the portfolio (excluding the hedged portions, if any) i.e. at least 15% of the net asset of the scheme (including one or more securities) and the IRF is at least 0.9.

At no point of time, the net modified duration of part of the portfolio being hedged should be negative.

- c. The portion of imperfect hedging in excess of 20% of the net assets of the scheme should be considered as creating exposure and shall be included in the computation of gross exposure in terms of Para 3 of SEBI circular dated August 18, 2010.

The basic characteristics of the scheme will not be affected by hedging the portfolio or part of the portfolio (including one or more securities) based on the weighted average modified duration.

The interest rate hedging of the portfolio will be in the interest of the investors.

Hedging

Holder of the GOI securities are exposed to the risk of rising interest rates, which in turn results in the reduction in the value of their portfolio. So in order to protect against a fall in the value of their portfolio due to falling bond prices, they can take short position in IRF contracts.

Example:

On 17/05/2024 buy 7.26 G sec 2033: Rs. 100.19 at the current market price of Rs. 100.19

Step 1 - Short the 31/05/2024 IRF futures contract at say price of Rs. 100.29 (assuming IRF trading at premium)

Step 2 - Earn the carry (running yield) of the 10 yr G sec of 7.23% from date of purchase till IRF expiry.

Step 3 - IRF and cash market price will converge on the maturity of the contract hence sell the bond on the maturity.

Under the strategy, the trader has earned a return of

$$\text{Arbitrage} = (100.29 - 100.19) / 100.19 * 365 / 10 = 3.65\%$$

Current yield of G sec = 7.23%

Arbitrage + current yield of G sec = 10.88 % (Holding period Arbitrage)

(Note: For simplicity accrued interest is not considered for calculation)

Assuming IRF is trading at premium the above trade will be done.

Imperfect Hedge

Assume the portfolio of market value worth INR 1000 crore has a modified duration of 5. This is being hedged with an IRF that has a modified duration of 10. Considering that fund manager choose to hedge 20% of the portfolio the maximum extent of short position that may be taken in IRF is as below:

(Portfolio Modified Duration*Market Value of the Portfolio)

(Futures Modified Duration*Futures Price/PAR)
(5*(0.2*1000))

= -----
(10*(101/100))

=Rs.99.01 Crores.

Hence the scheme can sell IRFs worth Rs.99.01 Crores and with duration of 10 to hedge Rs.200 Crores of portfolio with a duration of 5.

Limits for investment in derivatives instruments

In accordance with Para 7.5 and 12.25 of SEBI Master Circular dated June 27, 2024, the following conditions shall apply to the Scheme's participation in the derivatives market. The investment restrictions applicable to the Scheme's participation in the derivatives market will be as prescribed or varied by SEBI or by the Trustees (subject to SEBI requirements) from time to time.

i. Position limit for the Mutual Fund in equity index options contracts

- The Mutual Fund position limit in all equity index options contracts on a particular underlying index shall be Rs. 500 crore or 15% of the total open interest of the market in equity index option contracts,

whichever is higher,

- This limit would be applicable on open positions in all options contracts on a particular underlying index.

ii. Position limit for the Mutual Fund in equity index futures/stock futures contracts:

- The Mutual Fund position limit in all equity index futures/stock futures contracts on a particular underlying index shall be Rs. 500 crore or 15% of the total open interest in the market in equity index futures/stock futures contracts, whichever is higher.

- This limit would be applicable on open positions in all futures contracts on a particular underlying index.

iii. Additional position limit for hedging

In addition to the position limits at point (i) and (ii) above, Mutual Fund may take exposure in equity index derivatives subject to the following limits:

- a) Short positions in index derivatives (short futures, short calls and long puts) shall not exceed (in notional value) the Mutual Fund's holding of stocks.
- b) Long positions in index derivatives (long futures, long calls and short puts) shall not exceed (in notional value) the Mutual Fund's holding of cash, government securities, T-Bills and similar instruments.

iv. Position limit for the Mutual Fund for stock based derivative contracts

The combined futures and options position limit shall be 20% of applicable MWPL.

The position limits for the Scheme and disclosure requirements are as follows-

- a. For stock option and stock futures contracts, the gross open position across all derivative contracts on a particular underlying stock of a scheme of the Mutual Fund shall not exceed the higher of:

1% of the free float market capitalisation (in terms of number of shares).

Or

5% of the open interest in the derivative contracts on a particular underlying stock (in terms of number of contracts).

- b. This position limit shall be applicable on the combined position in all derivative contracts on an underlying stock at a Stock Exchange.

- c. For index based contracts, the Mutual Fund shall disclose the total open interest held by its scheme or all schemes put together in a particular underlying index, if such open interest equals to or exceeds 15% of the open interest of all derivative contracts on that underlying index.

As and when SEBI notifies amended limits in position limits for exchange traded derivative contracts in future, the aforesaid position limits, to the extent relevant, shall be read as if they were substituted with the SEBI amended limits.

As per para 12.25 of SEBI Master Circular dated June 27, 2024 "norms for investment and disclosure by Mutual Funds in derivatives", the limits for exposure towards derivatives are as under:

1. The cumulative gross exposure through equity, debt, derivative positions, other permitted securities/assets and such other securities/assets as may be permitted by the Board from time to time should not exceed 100% of the net assets of the scheme.
2. Mutual Funds shall not write options or purchase instruments with embedded written options.
3. The total exposure related to option premium paid must not exceed 20% of the net assets of the scheme.
4. Cash or cash equivalents with residual maturity of less than 91 days may be treated as not creating any exposure.
5. Exposure due to hedging positions may not be included in the above mentioned limits subject to the following:-
 - a. Hedging positions are the derivative positions that reduce possible losses on an existing position in securities and till the existing position remains.
 - b. Hedging positions cannot be taken for existing derivative positions. Exposure due to such positions shall have to be added and treated under limits mentioned in Point 1.

c. Any derivative instrument used to hedge has the same underlying security as the existing position being hedged.

The quantity of underlying associated with the derivative position taken for hedging purposes does not exceed the quantity of the existing position against which hedge has been taken.

Mutual Funds may enter into plain vanilla interest rate swaps for hedging purposes.

The value of the notional principal in such cases must not exceed the value of respective existing assets being hedged by the scheme. The counter party in such transactions has to be an entity recognized as a market maker by RBI. Further, the value of the notional principal in such cases must not exceed the value of respective existing assets being hedged by the scheme. Exposure to a single counterparty in such transactions should not exceed 10% of the net assets of the scheme. However, if mutual funds are transacting in IRS through an electronic trading platform offered by the Clearing Corporation of India Ltd. (CCIL) and CCIL is the central counterparty for such transactions guaranteeing settlement, the single counterparty limit of 10% shall not be applicable.

Exposure due to derivative positions taken for hedging purposes in excess of the underlying position against which the hedging position has been taken, shall be treated under the limits mentioned in point 1.

Participation of Mutual Funds in Credit Default Swaps (CDS)

Mutual Fund Schemes as buyer of CDS

1. Schemes may buy CDS only for the purpose of hedging their credit risk on debt securities they hold in various schemes. The exposure of CDS shall not exceed respective debt security exposure, and such exposure may not be added to gross exposure of the scheme.

2. In case the protected debt security is sold, schemes shall ensure that the respective CDS position is closed within fifteen working days of selling the above protected debt security.

3. The exposure of any protected debt security, for determining single issuer, group, sectoral limits and credit risk for various purposes including Risk-o-meter and Potential Risk Class (PRC) matrix of MF schemes, shall be considered as exposure to either issuer of debt security (reference entity) or seller of CDS, whichever has higher credit rating (lowest long term rating of instruments of seller of CDS shall be considered for comparison).

The exposure shall form part of overall single issuer limits for the reference entity or seller of CDS, whichever is applicable. In case of same rating for reference entity and seller of CDS, the exposure shall then be considered on reference entity and not on seller of CDS.

4. MF schemes shall buy CDS only from such sellers that have instruments with lowest long-term rating of investment grade and above.

5. Schemes may buy CDS for investment grade and existing below investment grade debt securities in the portfolio, if any.

Mutual Fund Schemes as seller of CDS

1. MF Schemes may sell CDS only as part of investment in synthetic debt securities, i.e., sell CDS on a reference obligation covered with Cash/GSec/T-bills. Overnight and Liquid schemes shall not sell CDS contracts.

Provided, Schemes shall comply with the directions issued by RBI from time to time in this regard.

Schemes shall participate in CDS only through standard contracts prescribed by Fixed Income Money Market and Derivatives Association of India (FIMMDA).

All CDS contracts shall be transacted either through Central Counterparty, if any or Request For Quote (RFQ) Platform.

MFs shall ensure Two-way Credit Support Annex (CSA) as part of CDS contracts.

Exposure through CDS (Notional amount of both CDS bought and sold) shall not exceed 10% of AUM of scheme and shall be within the overall limit of derivatives exposure as prescribed in Scheme Information Documents.

Exposure in derivative positions shall be computed as follows:

Position	Exposure
Long Future	Futures Price * Lot Size * Number of Contracts
Short Future	Futures Price * Lot Size * Number of Contracts
Option bought	Option Premium Paid * Lot Size * Number of Contracts

2. Swing Pricing

SEBI introduced swing pricing framework for open ended debt mutual fund schemes (except overnight funds, Gilt funds and Gilt with 10-year maturity funds).

Swing pricing is applicable only for scenarios related to net outflows from the schemes. Further, the circular mandates full swing during market dislocation times for high-risk open-ended debt schemes. Pursuant to the SEBI Circular, the swing pricing framework will be adapted during market dislocation times.

Currently, the Fund has decided not to adopt a policy pertaining to swing pricing during normal times.

Swing pricing refers to a process of adjusting scheme's net asset value (NAV) to effectively pass on transaction costs stemming from net capital activity (i.e., flows into or out of the fund) to the investors associated with that activity during the life of a fund, excluding ramp-up period or termination. In a liquidity-challenged environment, quoted bid/ask spreads and overall trading cost can widen and may not be representative of the executed prices that can be achieved in the market.

Swing pricing can be a useful mechanism for protecting the interests of existing investors, specifically from the dilution of their holdings and the value of their capital.

Swing pricing mechanism is a tool which can help protect remaining investors during any of the below instances when:

- Any large investors choose to redeem where their actions would have material market impact costs
- More active trading takes place for the scheme or
- Scheme hold illiquid assets. Market Dislocation: SEBI will determine 'market dislocation' either based on AMFI's recommendation or suo-moto.

SEBI shall notify once market dislocation is declared that swing pricing will be applicable for a specified period. After the announcement of market dislocation, the swing pricing framework shall be mandated only for open ended debt schemes (except overnight funds, Gilt funds and Gilt with 10-year maturity funds) in terms of clause 2.6 of the SEBI Master Circular which:

- a. has High or Very High risk on the risk-o-meter in terms of clause 17.4 of the SEBI Master circular (as of the most recent period at the time of declaration of market dislocation) and
- b. classifies themselves in the cells A-III, B-II, B-III, C-I, C-II and C-III of Potential Risk Class (PRC) Matrix in terms of clause 17.5 of the SEBI Master Circular.

Swing threshold refers to a pre-determined threshold set in terms of percentage of AUM that trigger the adjustment in the NAV (swinging of the NAV). During the market dislocation times swing pricing will be adapted when the scheme has net outflow irrespective of any swing threshold.

Swing pricing shall be made applicable to all unitholders at PAN level for (redemptions and subscriptions) except for redemptions up to INR 2 lacs for each mutual fund scheme.

Minimum Swing Factor for Open-ended Debt Schemes			
Max Credit Risk of the Scheme →	Class A CRV** >=12)	Class B (CRV >=10)	Class C (CRV <10)
Max Interest Rate Risk of the Scheme			
Class I (MD ≤1)	Optional	Optional	1.5%
Class II (MD ≤=3)	Optional	1.25%	1.75%
Class III: Any MD	1%	1.5%	2%
*: Scheme may levy higher swing factor, based on pre-defined parameters, redemption pressure and current portfolio of the scheme subject to a cap on swing factor to be decided by AMC.			

Disclosures pertaining to NAV adjusted for swing factor

The Scheme performance shall be computed based on Scheme NAV before Swing adjustment i.e. the unswung NAV.

Disclosures pertaining to NAV adjusted for swing factor along with the performance impact shall be made by the AMCs in following format in SIDs and in scheme wise Annual Reports and Abridged summary and the same may be disclosed on the website.

Illustration of swing pricing during market dislocation for scheme categorized under PRC A-III (suitably modified for other factors)

Computation of Swing NAV assuming net outflow from the scheme of INR 10 Crores on any date.

Sl.no	Particulars	Amount (Rs.)
A	Scheme NAV before swing adjustment	100.0000
B	Swing threshold (% of AUM)	Not applicable during market dislocation
C	Mandatory Swing Factor	1%
D	Adjusted NAV/ Swing NAV **	99.0000

** The Adjusted NAV / Swing NAV would be applicable to both Redemption and Subscription transactions of the day when the scheme has net outflows.

Impact of Swing NAV on Redemption transaction in case of net outflow in the scheme where investor had redeemed in Amount.

Sl.no	Particulars	Amount (Rs.)/Unit
A	Amount Redeemed (Rs.)	20,00,00,000.00
B	Normal NAV (Rs.)	100.0000
C	Units to be redeemed (A/B)	20,00,000.000
D	Swing NAV (Rs.)	99.0000
E.	Units to be redeemed at Swing NAV (A/D)	20,20,202.020
F	Impact (Additional Units redeemed on account of swing pricing framework)	20202.02

Impact of Swing NAV on Redemption transaction in case of net outflow in the scheme where investor had redeemed in units

Sl.no	Particulars	Amount (Rs.)/Unit
A	Units Redeemed (Rs.)	20,00,000.00
B	Normal NAV (Rs.)	100.0000
C	Amount to be paid at Normal NAV (AxB)	20,00,00,000.000
D	Swing NAV (Rs.)	99.0000
E.	Amount to be paid at Swing NAV (AxD) (Rs.)	19,80,00,000.00
F	Impact (Value of redemption amount on account of swing pricing framework) (Rs.)	20,00,000.00

Impact of Swing NAV on Subscription transaction in case of net outflow in the scheme:

Sl.no	Particulars	Amount (Rs.)/Unit
A	Amount Invested *(Rs.)	10,00,00,000.00
B	Normal NAV (Rs.)	100.0000
C	Units to be allotted (A/B)	10,00,000.000
D	Swing NAV (Rs.)	99.0000
E.	Units to be allotted at Swing NAV (A/D)	10,10,101.010
F	Impact (Additional Units allotted on account of swing pricing framework)	10101.01

* Assumed the amount invested is net of transaction charges and stamp duty.

Triggering Swing Pricing on re-opening of a scheme after announcement of winding-up

a) There may be instances where AMC, after making an announcement to wind up a scheme, decides to roll-back the decision to wind up the scheme. Such situations may trigger large scale redemptions and hence, it would be prudent to invoke the Swing Pricing mechanism to manage such a situation. In other words, if AMC decides to reverse its decision to wind up the scheme, it shall mandatorily invoke the Swing pricing upon re-opening a scheme for subscriptions and redemptions post such announcement.

b) The indicative range of swing pricing for the parameter of "Re-opening of the scheme after announcement of Winding-up" shall be the same as applicable for swing pricing during normal times as communicated by AMFI/SEBI from time to time, and shall be for higher of swing period as may be decided by the Board of AMC or for a minimum of 7 working days as per AMFI upon re-opening a scheme for subscriptions and redemptions).

Current Indicative Range of Swing Threshold: The current Indicative range of the amount of Swing factor based on the PRC matrix as prescribed by AMFI is as follows:

3. Segregation of Portfolio /Side pocketing:

To ensure fair treatment to all investors in case of a credit event and to deal with liquidity risk, SEBI has permitted creation of segregated portfolio of debt and money market instruments by mutual funds schemes

Creation of segregated portfolio shall be optional and at the discretion of the AMC. It should be created only if the Scheme information Document (SID) of the scheme has provisions for segregated portfolio with adequate disclosures. All new schemes should have the enabling provisions included in the SID for creation of segregated portfolio.

Segregated Portfolio

In the event of default, AMC is permitted to opt for creation of segregated portfolio as per the guidelines issued by SEBI.

- a. The term 'segregated portfolio' shall mean a portfolio, comprising of debt or money market instrument affected by a credit event (Default), that has been segregated in a mutual fund scheme(s).
- b. The term 'main portfolio' shall mean the scheme portfolio excluding the segregated portfolio.
- c. The term 'total portfolio' shall mean the scheme portfolio including the securities affected by the credit event.

Credit Event

AMC may create segregated portfolio in a mutual fund scheme subject to the following:

1. Segregated portfolio may be created, in case of a credit event at issuer level i.e., downgrade in credit rating by a SEBI registered Credit Rating Agency (CRA), as under:
 - Downgrade of a debt or money market instrument to 'below investment grade,' or
 - Subsequent downgrades of the said instruments from 'below investment grade', or
 - Similar such downgrades of a loan rating.
2. In case of difference in rating by multiple CRAs, the most conservative rating shall be considered. Creation of segregated portfolio shall be based on issuer level credit events as detailed above and implemented at the ISIN level.
3. Segregated portfolio of unrated debt or money market instruments may be created only in case of actual default of either the interest or principal amount. Actual default by the issuer of such instruments shall be considered as credit event for creation of segregated portfolio.
4. Unifi AMCs shall inform AMFI immediately about the actual default by the issuer. Upon being informed about the default, AMFI shall immediately inform the same to all AMCs. Pursuant to dissemination of information by AMFI about actual default by the issuer, AMCs may segregate the portfolio of debt or money market instruments of the said issuer.
5. Further, Asset Management Companies/Valuation Agencies shall ensure that the financial stress of the issuer and the capabilities of issuer to repay the dues/borrowings are reflected in the valuation of the securities from the trigger date onwards.

Process for Creation of Segregated Portfolio

1. Unifi AMC shall decide on creation of segregated portfolio on the day of credit event. In case it decides to segregate portfolio, it shall:
 - i. seek approval of trustees prior to creation of the segregated portfolio.
 - ii. immediately issue a press release disclosing its intention to segregate such debt and money market instrument and its impact on the investors. The mutual fund should also disclose that the segregation shall be subject to trustee approval. Additionally, the said press release shall be prominently disclosed on the website of the Unifi MF.
 - iii. ensure that till the time the trustee approval is received, which in no case shall exceed 1 business day from the day of credit event, the subscription and redemption in the scheme shall be suspended for processing with respect to creation of units and payment on redemptions.
2. Once trustee approval is received by the Unifi AMC:
 - i. Segregated portfolio shall be effective from the day of credit event.
 - ii. Unifi AMC shall issue a press release immediately with all relevant information pertaining to the segregated portfolio. The said information shall also be submitted to SEBI.
 - iii. An e-mail or SMS should be sent to all unit holders of the concerned scheme(s).

- iv. The NAV of both segregated and main portfolio shall be disclosed from the day of the credit event.
 - v. All existing investors in the scheme as on the day of the credit event shall be allotted equal number of units in the segregated portfolio as held in the main portfolio.
 - vi. No redemption and subscription shall be allowed in the segregated portfolio. However, in order to facilitate exit to unit holders in segregated portfolio, AMC shall enable listing of units of segregated portfolio on the recognized stock exchange within 10 working days of creation of segregated portfolio and also enable transfer of such units on receipt of transfer requests.
3. If the trustees do not approve the proposal to segregate portfolio, AMC shall issue a press release immediately informing investors of the same.

Valuation and processing of subscriptions and redemptions

Notwithstanding the decision to segregate the debt and money market instrument, the valuation should consider the credit event and the portfolio shall be valued based on the principles of fair valuation (i.e. realizable value of the assets) in terms of the relevant provisions of SEBI (Mutual Funds) Regulations, 1996 and Circular(s) issued thereunder.

All subscription and redemption requests for which NAV of the day of credit event or subsequent day is applicable will be processed as per the provisions on applicability of NAV as under:

- (a) Upon trustees' approval to create a segregated portfolio -
 - Investors redeeming their units will get redemption proceeds based on the NAV of main portfolio and will continue to hold the units of segregated portfolio.
 - Investors subscribing to the scheme will be allotted units only in the main portfolio based on its NAV.
- (b) In case trustees do not approve the proposal of segregated portfolio, subscription and redemption applications will be processed based on the NAV of total portfolio.
- (c) Debt schemes which have investment in instruments with special features viz. subordination to equity (absorbs losses before equity capital) and /or convertible to equity upon trigger of a pre- specified event for loss absorption (Additional Tier I bonds and Tier 2 bonds issued under Basel III) or debt schemes that have provision to invest in such instruments shall ensure that the said instrument is to be written off or converted to equity pursuant to any proposal, the date of said proposal may be treated as the trigger date. However, if the said instruments are written off or converted to equity without proposal, the date of write off or conversion of debt instrument to equity may be treated as the trigger date.

i. Disclosure Requirements

In order to enable the existing as well as the prospective investors to take informed decision, the following shall be adhered to:

- 1. A statement holding indicating the units held by the investors in the segregated portfolio along with the NAV of both segregated portfolio and main portfolio as on the day of the credit event shall be communicated to the investors within 5 working days of creation of the segregated portfolio.
- 2. Adequate disclosure of the segregated portfolio shall appear in all scheme

related documents, in monthly and half-yearly portfolio disclosures and in the annual report of the mutual fund and the scheme.

3. The Net Asset Value (NAV) of the segregated portfolio shall be declared on every business day.

4. The information regarding number of segregated portfolios created in a scheme shall appear prominently under the name of the scheme at all relevant places such as SID, KIM-cum-Application Form, advertisement, Unifi MF and AMFI websites, etc.

5. The scheme performance required to be disclosed at various places shall include the impact of creation of segregated portfolio. The scheme performance should clearly reflect the fall in NAV to the extent of the portfolio segregated due to the credit event and the said fall in NAV along with recovery(ies), if any, shall be disclosed as a footnote to the scheme performance.

6. The disclosures at paragraphs (4) and (5) above regarding the segregated portfolio shall be carried out for a period of at least 3 years after the investments in segregated portfolio are fully recovered/ written-off.

7. The investors of the segregated portfolio shall be duly informed of the recovery proceedings of the investments of the segregated portfolio. Status update may be provided to the investors at the time of recovery and also at the time of writing-off of the segregated securities.

8. An illustration of disclosing the portfolios Pre-segregation and post segregation is provided as Annexure A.

TER for the Segregated Portfolio

1. AMC shall not charge investment and advisory fees on the segregated portfolio. However, TER (excluding the investment and advisory fees) can be charged, on a pro-rata basis only upon recovery of the investments in segregated portfolio.

2. The TER so levied shall not exceed the simple average of such expenses (excluding the investment and advisory fees) charged on daily basis on the main portfolio (in % terms) during the period for which the segregated portfolio was in existence.

3. The legal charges related to recovery of the investments of the segregated portfolio may be charged to the segregated portfolio in proportion to the amount of recovery. However, the same shall be within the maximum TER limit as applicable to the main portfolio. The legal charges in excess of the TER limits, if any, shall be borne by the Unifi AMC.

4. The costs related to segregated portfolio shall in no case be charged to the main portfolio.

ii. Monitoring by Trustees

1. In order to ensure timely recovery of investments of the segregated portfolio, trustees shall ensure that:

- i. The AMC puts in sincere efforts to recover the investments of the segregated portfolio.
- ii. Upon recovery of money, whether partial or full, it shall be immediately distributed to the investors in proportion to their holding in the segregated portfolio. Any recovery of amount of the security in the segregated portfolio even after the write off shall be distributed to the investors of the segregated portfolio.
- iii. An Action Taken Report (ATR) on the efforts made by the Unifi AMC to recover the investments of the segregated portfolio is placed in every trustee meeting till the investments are fully recovered/ written-off.
- iv. The trustees shall monitor the compliance with the guidelines issued by SEBI regarding segregation of portfolio in mutual fund schemes and disclose in the half-yearly trustee reports filed with SEBI, the compliance in respect of every segregated portfolio created.

In order to avoid misuse of segregated portfolio, trustees shall ensure to have a mechanism in place to negatively impact the performance incentives of Fund Managers, Chief Investment Officers (CIOs), etc. involved in the investment process of securities under the segregated portfolio, mirroring the existing mechanism for performance incentives of the AMC, including claw back of such amount to the segregated portfolio of the scheme.

The existence of the provisions for segregated portfolio should not encourage the Fund managers to take undue credit risk in the scheme portfolio. Any misuse of the provisions of segregated portfolio, would be considered serious and stringent action may be initiated.

Risk Associated with Segregated Portfolio

- (a) Investor
- (b) of segregated portfolio may not be able to liquidate their holdings till the time recovery of money from the issuer.
- (c) Security(ies) held in segregated portfolio may not realize any value.
- (d) Listing of units of segregated portfolio in recognized stock exchange does not necessarily guarantee their liquidity. There may not be active trading of units in the stock market. Further, trading price of units on the stock market may be significantly lower than the prevailing NAV.

ANNEXURE A

Illustration of Segregated Portfolio

Portfolio Date	20 th September 2024
Downgrade Event Date	20 th September 2024
Downgrade Security	7.32% ABCD Limited 2026 from CRISIL AA+ to D
Valuation Marked Down	25%

(d) A. Total Portfolio (After Credit Event before Segregation)

Sl. no.	Security	Rating	Type of Security	Qty (Nos)	Price Per unit (Rs.)	Market Value (Rs.)	% of Net assets

Sl. no.	Security	Rating	Type of Security	Qty (Nos)	Price Per unit (Rs.)	Market Value (Rs.)	% of Net assets
1	8.5% QRP Corpn. Ltd 2025	CRISIL AAA	Corporate Bond	200000	101.5	20,300,000	8.64%
2	7.5% BBA Projects Ltd - 2026	CRISIL AAA	Corporate Bond	220000	102.252	22,495,440	9.57%
3	7.45% CRQ Power Co. Ltd - 2026	ICRA AAA	Corporate Bond	240000	85.3226	20,477,424	8.71%
4	7.32% ABCD Limited 2026 *	CRISIL D	Corporate Bond	250000	75.032	18,758,000	7.98%
5	CH Finance Ltd - 2026 -ZCB	ICRA AA-	Zero Coupon Bond	210000	95.12	19,975,200	8.50%
6	9.37% ICL Housing Finance Corpn. 2027	ICRA AAA	Corporate Bond	200000	101.145	20,229,000	8.61%
7	7.65% PQS Housing Finance Ltd 2026	CRISIL AAA	Corporate Bond	200000	101.175	20,235,000	8.61%
8	9.80% DHI Corporation of India 2026	FITCH AA+(SO)	Corporate Bond	180000	99.456	17,902,080	7.62%
9	7.35% STS Corporation Ltd 2028	CRISIL AAA	Corporate Bond	150000	101.5438	15,231,570	6.48%
10	YXV Industries Ltd 2027	CARE AAA	Zero Coupon Bond	120000	193.4321	23,211,852	9.88%
11	8% IMT Ltd 2025	CRISIL AAA(SO)	Corporate Bond	200000	118.2979	23,659,580	10.07%
	TREPS		TREPS			2,000,000	0.85%
	Cash and Cash Equivalent					10,567,567	4.50%
	Net Assets					235,042,713	100.00%
	Unit Capital (No. of units)					12500000	
	NAV (Rs.)					18.8034	

* Marked down to 25% on the date of credit event. Before being marked down the security was valued at Rs. 100.0356 per unit on the date of credit event i.e. on September 20, 2024. NCD of 7.32% ABCD Limited 2026 will be segregated as a separate portfolio.

B. Main Portfolio (after segregated portfolio)

Sl.no.	Security	Rating	Type of Security	Qty (Nos)	Price Per unit (Rs.)	Market Value (Rs.)	% of Net assets
1	8.5% QRP Corpn.Ltd 2025	CRISIL AAA	Corporate Bond	200000	101.5	20,300,000	8.64%
2	7.5% BBA Projects Ltd - 2026	CRISIL AAA	Corporate Bond	220000	102.252	22,495,440	9.57%
3	7.45% CRQ Power Co. Ltd - 2026	ICRA AAA	Corporate Bond	240000	85.3226	20,477,424	8.71%
4	CH Finance Ltd - 2026 -ZCB	ICRA AA-	Zero Coupon Bond	210000	95.12	19,975,200	8.50%
5	9.37% ICL Housing Finance Corpn 2027	ICRA AAA	Corporate Bond	200000	101.145	20,229,000	8.61%
6	7.65% PQS Housing Finance Ltd 2026	CRISIL AAA	Corporate Bond	200000	101.175	20,235,000	8.61%
7	9.80% DHI Corporation of India 2026	FITCH AA+(SO)	Corporate Bond	180000	99.456	17,902,080	7.62%
8	7.35% STS Corporation Ltd 2028	CRISIL AAA	Corporate Bond	150000	101.5438	15,231,570	6.48%
9	YXV Industries Ltd 2027	CARE AAA	Zero Coupon Bond	120000	193.4321	23,211,852	9.88%
10	8% IMT Ltd 2025	CRISIL AAA(SO)	Corporate Bond	200000	118.2979	23,659,580	10.07%
	TREPS		TREPS			2,000,000	0.85%
	Cash and Cash Equivalent					10,567,567	4.50%
	Net Assets					216,284,713	100.00%
	Unit Capital (No. of units)					12500000	
	NAV (Rs.)					17.3028	

C. Segregated Portfolio

Sl. no.	Security	Rating	Type of Security	Qty (Nos)	Price Per unit (Rs.)	Market Value (Rs.)	% of Net assets
1	7.32% ABCD Limited 2026	CRISIL D	Corporate Bond	250000	75.032	18,758,000	100.00%
	Net Assets					18,758,000	

	Unit Capital (No. of units)					12500000	
	NAV (Rs.)					1.5006	

Notes :

AMCs shall inform AMFI immediately about the actual default by the issuer. Upon being informed about the default, AMFI shall immediately inform the same to all AMCs. Pursuant to dissemination of information by AMFI about actual default by the issuer, AMCs may segregate the portfolio of debt or money market instruments of the said issuer.

Further, Asset Management Companies/Valuation Agencies shall ensure that the financial stress of the issuer and the capabilities of issuer to repay the dues/borrowings are reflected in the valuation of the securities from the trigger date onwards.

4. Short Selling/Stock Lending:

Subject to the Regulations and Para 12.11 of Master Circular dated June 27, 2024 and the applicable guidelines issued by SEBI, the Mutual Fund may engage in short selling/ stock lending. Stock lending means the lending of stock to another person or entity for a fixed period of time, at a negotiated compensation. The securities lent will be returned by the borrower on expiry of the stipulated period.

The Investment Manager will apply the limits as specified in SID of the respective scheme, should it desire to engage in Stock Lending.

5. Borrowing by Mutual Fund

The Mutual Fund is allowed to borrow to meet the temporary liquidity needs of the schemes for the purpose of repurchase, redemption of units or payment of interest or Income Distribution cum Capital Withdrawal to the unit holders, provided that the Mutual Fund shall not borrow more than 20% of the net assets of each scheme and the duration of such borrowing shall not exceed a period of six months. The cost of borrowing shall be adjusted against the portfolio yield of the scheme borrowing and borrowing cost over and above the portfolio yield shall be absorbed by the AMC.

E. Transaction Charges and Stamp Duty

(a) Transaction charges

Investors may note that Unifi AMC has decided not to pay transaction charges to the distributors. Accordingly, no transaction charges shall be deducted from the investment amount given by the investor, for transactions / applications received through the distributors (i.e. in Regular Plan) and full investment amount will be invested in the Scheme.

(b) Stamp Duty

Unitholders are requested to note that, pursuant to Notification No. S.O. 1226(E) and G.S.R. 226(E) dated March 30, 2020 issued by Department of Revenue, Ministry of Finance, Government of India, read with Part I of Chapter IV of the Finance Act, 2019 dated February 21, 2019 issued by Legislative Department, Ministry of Law and Justice, Government of India, a stamp duty @0.005% of the transaction value would be levied on applicable mutual fund transactions (including transactions carried through stock exchanges and depositories for units in demat mode), with effect from July 1, 2020. Accordingly, pursuant

to levy of stamp duty, the number of units allotted on purchase/switch in transactions (including IDCW reinvestment) to the unitholders would be reduced to that extent.

F. Requirement of minimum number of investors in a scheme

Applicability for an open-ended scheme

1. The Scheme/Plan shall have:

- a. a minimum of 20 investors and
- b. no single investor shall account for more than 25% of the corpus of the Scheme/Plan(s).

2 If either/both of such limit(s) is breached during the NFO of the Scheme, it shall be ensured that within a period of three months or the end of the succeeding calendar quarter from the close of the NFO of the Scheme, whichever is earlier, the Scheme complies with these two conditions.

3 In case the Scheme / Plan(s) does not have a minimum of 20 investors in the stipulated period, the provisions of Regulation would become applicable automatically without any reference from SEBI and accordingly the Scheme / Plan(s) shall be wound up and the units would be redeemed at applicable NAV.

4 The average net assets of the scheme would be calculated daily and any breach of the 25 % holding limit by an investor would be determined. At the end of the quarter, the average of daily holding by each such investor is computed to determine whether that investor has breached the 25 % limit over the quarter. If there is a breach of the 25% limit by any investor over the quarter, a rebalancing period of one month would be allowed and thereafter the investor who is in breach of the rule shall be given 15 days' notice to redeem his exposure over the 25 % limit. Failure on the part of the said investor to redeem his exposure over the 25 % limit within the aforesaid 15 days would lead to automatic redemption by the Mutual Fund on the applicable Net Asset Value on the 15th day of the notice period.

5 The two conditions mentioned above shall also be complied within each subsequent calendar quarter thereafter, on an average basis, as specified by SEBI.

6 The Fund shall adhere to the requirements prescribed by SEBI from time to time in this regard.

X. DISCLOSURES AND REPORTS BY THE FUND

1. Account Statement/Consolidated Account Statement:

Accounts Statement/Consolidated Accounts Statements (CAS):

An applicant in a scheme whose application has been accepted shall have the option either to receive the statement of accounts or to hold the units in dematerialized form and the asset management company shall issue to such applicant, a statement of accounts specifying the number of units allotted to the applicant or issue units in the dematerialized form as soon as possible but not later than five working days from the date of closure of the initial subscription list or from the date of receipt of the application.

On acceptance of application for financial transaction, a confirmation specifying the number of Units allotted/redeemed will be sent by way of e-mail and/or SMS to the applicant's registered e-mail address and/or mobile number within five Business Days from the date of transaction/closure of New Fund Offer (NFO) Period.

Unifi Mutual Fund will send account statement with all details registered in the folio by way of an e-mail and/ or SMS to the investor's registered address/email address/registered mobile number not later than five business days from the date of subscription/closure of New Fund Offer (NFO) period or by way of physical statement not later than five business days from the date of receipt of request from the unitholder.

In compliance with SEBI Circulars, Unifi Mutual Fund will send the Consolidated Account Statement (CAS) to investors as follows:

1. A single Consolidated Account Statement (CAS) on basis of PAN (PAN of the first holder & pattern of holding, in case of multiple holding) will be dispatched to unitholders having Mutual Fund investments & holding Demat accounts by Depositories as per the specified timeline specified by SEBI at the end of the month in which transaction (the word 'transaction' shall include all financial transactions in demat accounts/Mutual Fund folios of the investor) takes place.
2. The CAS will not be received by the investors for the folio(s) not updated with PAN details. The Unit holders are therefore requested to ensure that the folio(s) are updated with their PAN. Such investors will get monthly account statement from Unifi Mutual Fund in respect of transactions carried out in the schemes of Unifi Mutual Fund during the month on or within fifteenth day of the succeeding month.
3. In other cases i.e. where unitholders having no Demat account & only Unifi MF units holding, Unifi Mutual Fund shall continue to send the CAS as is being send on or within fifteenth day of the succeeding month in which financial transaction takes place.
4. In case the investor provides his email ids, statements are presently being dispatched by e-mail either by Fund or the Depository. Accordingly, CAS will also be sent through email. However, the Unitholders have an option to receive CAS in physical form at the address registered in the Depository system.
5. The dispatch of CAS by Depositories to Unitholders would constitute compliance by Unifi Asset Management Pvt Ltd / the Fund with the requirements under Regulation 36(4) of SEBI (Mutual Funds) Regulations 1996.
6. Each CAS issued to the investors shall also provide the total purchase value / cost of investment in each scheme.
7. In case if no transaction has taken place in a folio during the period of six months ended September 30 and March 31, the CAS detailing the holdings across all schemes of all mutual funds, shall be emailed on half yearly basis, as per the specified timeline specified by board of succeeding month, unless a specific request is made to receive the same in physical form.
8. Half-yearly CAS shall be issued to all Mutual Fund investors, excluding those investors who do not have any holdings in MF schemes and where no commission against their investment has been paid to distributors, during the concerned half-year period on or within twenty first day of the succeeding month. Further, CAS issued for the half-year(September/March) shall also provide:
 - a. The amount of actual commission paid by Unifi AMC/Mutual Fund to distributors (in absolute terms) during the half-year period against the concerned investor's total investments in each mutual fund scheme. The term "commission" here refers to all direct monetary payments and other payments made in the form of gifts / rewards, trips, event sponsorships etc. by Unifi AMC/MF to distributors. Further, a mention may be made in such CAS indicating that the commission disclosed is gross commission and does not exclude costs incurred by

distributors such as Goods & Services Tax (wherever applicable, as per existing rates), operating expenses, etc.

b. The scheme's average Total Expense Ratio (in percentage terms) along with the break up between Investment and Advisory fees, Commission paid to the distributor and Other expenses for the period for each scheme's applicable plan (regular or direct or both) where the concerned investor has actually invested in.

2. Half Yearly Disclosures/Portfolio Disclosures/Financial Results:

Portfolio Disclosure:

Unifi Mutual Fund will disclose portfolio (along with ISIN) in user friendly and downloadable spreadsheet format, as on the last day of the month/half year for all their schemes on its website www.unifimf.com and on the website of AMFI www.amfiindia.com within 10 days from the close of each month/half year. Disclosure of risk-o-meter of scheme, benchmark and portfolio details to the investors will be disclosed as mandated by provision no. 5.16 & 5.17 of SEBI Master Circular on Mutual Fund dated June 27, 2024.

In addition to monthly portfolio Unifi Mutual Fund shall also disclose fortnight portfolio for debt scheme within 5 days of every fortnight as per provision no. 5.1 of SEBI Master circular on Mutual Fund dated June 27, 2024.

In case of unitholders whose email addresses are registered, Unifi Mutual Fund will send via email both the monthly and half yearly statement of scheme portfolio within 10 days from the close of each month /half year respectively.

3. Half Yearly Results Unaudited Financial Results:

Unifi Asset Management Pvt Ltd shall within one month from the close of each half year, that is on 31st March & on 30th September, host a soft copy of its unaudited financial results on its website in the format specified in Twelfth Schedule of SEBI (Mutual Funds) Regulations 1996. Unifi Mutual Fund / Unifi Asset Management Pvt Ltd shall publish an advertisement disclosing the hosting of such financial results on their website, in atleast one English daily newspaper having nationwide circulation & in a newspaper having wide circulation published in the language of the region where the Head Office of the fund is situated.

4. Annual Report

Annual report or Abridged Summary, in the format prescribed by SEBI, will be hosted on AMC's website www.unifimf.com and on the website of AMFI www.amfiindia.com.

The scheme wise annual report or an abridged summary thereof, in the format prescribed, shall be sent by way of e-mail to the investor's registered e-mail address not later than four months from the date of closure of the relevant accounting year.

Investors who have not registered their email address will have an option of receiving a physical copy of the Annual Report or Abridged Summary thereof.

The AMC shall provide physical copy of the abridged summary of the Annual Report without any cost, if a specific request through any mode is received from a unitholder. Full Annual Report shall be available for inspection at the Head Office of the mutual fund and a copy thereof shall be made available to unitholder on payment of such nominal fees as may be specified by the mutual fund.

NOTES:

1. This Statement of Additional Information (“SAI”) will be uploaded by Unifi Mutual Fund on its website www.unifimf.com and on AMFI website (www.amfiindia.com). The printed copy of the SAI will be made available to any investor on specific requests being made.
 2. The SAI shall be updated within 3 months from the end of financial year and filed with SEBI. Any material changes in the SAI shall be made on an ongoing basis by way of updated on the website of the Mutual Fund and AMFI. SEBI shall also be intimated of the changes made in the SAI within 7 days.
 3. Notwithstanding anything contained in this SAI, the provisions of the SEBI (Mutual Funds) Regulations, 1996 and guidelines thereunder shall be applicable.
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LIST OF INVESTOR SERVICE CENTERS

**INVESTOR SERVICE CENTRES / OFFICIAL POINTS OF ACCEPTANCE FOR UNIFI MUTUAL FUND
(DURING NFO PERIOD AND POST NFO PERIOD)**

Chennai	No. 19, Third floor, Kakani Towers, 15, Khader Nawaz Khan Road, Nungambakkam – Chennai – 600006.
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CAMS – OFFICIAL POINTS OF ACCEPTANCE OF TRANSACTIONS

Location	Address
Agartala	Nibedita First Floor, J B Road, Palace Compound, Agartala, Near Babuana Tea and Snacks, Tripura West, Pin - 799001
Agra	No. 8, II Floor Maruti Tower Sanjay Place, Agra, Uttarpradesh - 282002
Ahmedabad	111 - 113, 1 st Floor - Devpath Building Off C G Road Behind Lal Bungalow, Ellis Bridge, Ahmedabad, Gujarat - 380006
Ahmednagar	No. 3. First Floor, Shree Parvati, Plot No. 1 / 175, Opp. Mauli Sabhagruh, Zopadi Canteen, Savedi, Ahmednagar - 414003
Ajmer	AMC No. 423 / 30, Near ChurchOpp T B Hospital, Jaipur Road, Ajmer, Rajasthan - 305001
Akola	Opp. RLT Science College Civil Lines, Akola, Maharashtra - 444001
Aligarh	City Enclave, Opp. Kumar Nursing Home, Ramghat Road, Aligarh, Uttarpradesh - 202001
Allahabad	30/2, A & B, Civil Lines Station Besides, Vishal Mega Mart Strachey Road, Allahabad, Uttarpradesh - 211001
Alleppey	Doctor's Tower Building, Door No. 14 / 2562, First Floor, North of Iorn Bridge, Near Hotel Arcadia Regency, Alleppey, Kerala - 688001
Alwar	256A, Scheme No. 1, Arya Nagar, Alwar, Rajasthan - 301001
Amaravati	81, Gulsham Tower,2nd Floor,Near Panchsheel Talkies,Amaravati,Maharashtra,444601
Ambala	Shop No.4250, Near B D Senior Secondary School, Ambala Cantt, Ambala Haryana – 133001
Amreli	B 1, First Floor, Mira Arcade, Library Road, Opp. SBS Bank, Amreli - 365601
Amritsar	3rd Floor, Bearing Unit No. 313, Mukut House, Amritsar - 143001
Anand	101, A.P. Tower, B / H, Sardhar Gunj, Next to Nathwani Chambers, Anand, Gujarat - 388001
Anantapur	AGVR Arcade, Second Floor, Plot No. 37 (Part), Layout No. 466 / 79, Near Canara Bank, Sangamesh Nagar, Anantapur, Andhra Pradesh - 515001
Andheri	No. 351, Icon, 501, Fifth Floor, Western Express Highway, Andheri East, Mumbai - 400069
Angul	Similipada, Near Sidhi Binayak +2 Science Collage, Angul - 759122
Ankleshwar	Shop No. F - 56, First Floor, Omkar Complex, Opp. Old Colony, Near Valia Char Rasta, GIDC, Ankleshwar, Gujarat - 393002
Arambagh	Mukherjee Building First Floor, Beside MP Jewellers, Next to Mannapuram, Ward no 5 Link Road, Arambagh Hooghly, West Bengal 712601
Arrah	Old N C C Office, Ground Floor, Club Road, Arrah - 802301
Asansol	Block - G, First Floor, P C Chatterjee Market Complex, Rambandhu Talab PO, Ushagram Asansol, West Bengal - 713303
Aurangabad	2nd Floor, Block No. D - 21 - D - 22, Motiwala Trade Centre, Nirala Bazar, New Samarth Nagar, Opp. HDFC Bank, Aurangabad - 431001
Bagalkot	Shop No. 02, First Floor, Shreyas Complex, Near Old Bus Stand, Bagalkot, Karnataka - 587101
Balasore	B. C. Sen Road, Balasore, Orissa - 756001
Ballari	No. 18 / 47 / A, Govind Nilaya, Ward No. 20, Sangankal Moka Road, Gandhinagar, Ballari - 583102
Bangalore	Trade Centre, 1st Floor, 45, Dikensen Road (Next to Manipal Centre), Bangalore, Karnataka - 560042
Bangalore(Wilson Garden)	First Floor, No. 17 / 1, (272) Tweleth Cross Road, Wilson Garden, Bangalore - 560027
Bankura	First Floor, Central Bank Building, Machantala, PO Bankura, Dist Bankura, West Bengal - 722101

Barasat	N / 39, K. N. C. Road, First Floor, Shrikrishna Apartment (Behind HDFC Bank Barasat Branch), P. O. and P. S. Barasat, Dist. 24 P. G. S. (North) - 700124
Bardoli	F - 10, First Wings, Desai Market, Gandhi Road, Bardoli - 394601
Bareilly	F - 62 - 63, Second Floor, Butler Plaza, Commercial Complex, Civil Lines, Bareilly, Uttarpradesh - 243001
Basirhat	Apurba Market, Ground Floor, Vill Mirjapur, Opp: Basirhat College, P.O. Basirhat College, Dist. 24 P G S (North), Basirhat - 743412
Basti	C/O. Rajesh Mahadev & Co., Shop No. 3, First Floor, Jamia Complex Station Road, Basti - 272002
Belgaum	Classic Complex, Block No. 104, First Floor, Saraf Colony, Khanapur Road, Tilakwadi, Belgaum - 590006
Berhampur	Kalika temple Street, Ground Floor, Beside SBI BAZAR Branch, Berhampur - 760002
Bhadrak	Das & Das Complex, First Floor, By Pass Road, Opposite to Vishal Mega Mart, Chhapulia, Bhadrak, Odisha - 756100
Bhagalpur	Ground Floor, Gurudwara Road, Near Old Vijaya Bank, Bhagalpur - 812001
Bharatpur	B - 12, Shopping Center, Ranjeet Nagar, Bharatpur, Rajasthan - 321001
Bharuch	A - 111, First Floor, R K Casta, Behind Patel Super Market, Station Road, Bharuch - 392001
Bhatinda	2907 GH, GT Road, Near Zila Parishad, Bhatinda, Punjab - 151001
Bhavnagar	501 - 503, Bhayani Skyline, Behind Joggers Park, Atabhai Road, Bhavnagar - 364001
Bhilai	First Floor, Plot No.3, Block No.1, Priyadarshini Pariswar west, Behind IDBI Bank, Nehru Nagar, Bhilai - 490020
Bhilwara	C/o. Kodwani Associates, Shop No. 211 - 213 2nd floor, Indra Prasth Tower syam Ki Sabji Mandi, Near Mukerjee Garden, Bhilwara, Rajasthan - 311001
Bhopal	Plot no 10, 2nd Floor, Alankar Complex, Near ICICI Bank, MP Nagar, Zone II, Bhopal, Madhya Pradesh - 462011
Bhubaneswar	Plot No. 501 / 1741 / 1846, Office No. 203 (2nd Floor), Centre Point, Sriya Talkies Road, Kharvel Nagar, Unit-3, Bhubaneswar, Odisha - 751001
Bhuj	Tirthkala First Floor, Opp BIC Bank, New Station Road, Bhuj_kachchh. 370001
Bhusawal (Parent: Jalgaon TP)	3, Adelaide Apartment, Christain Mohala, Behind Gulshan - E - Iran Hotel, Amardeep Talkies Road, Bhusawal, Maharashtra - 425201
Biharsharif	R - C Palace, Amber Station Road, Opp Mamta Cpmplex, Biharsharif - 803101
Bijapur	Padmasagar Complex, First Floor, 2nd Gate, Ameer Talkies Road, Vijayapur (Bijapur) - 586101
Bikaner	Behind Rajasthan Patrika In front of vijaya bank, 1404, amar singh pura Bikaner - 334001
Bilaspur	Shop No. B - 104, First Floor, Narayan Plaza, Link Road, Bilaspur (C. G) - 495001
Bohorampur	No. 107 / 1, A C Road, Ground Floor, Bohorampur, Murshidabad, West Bengal - 742103
Bokaro	1st Floor, Plot No. HE-7 City Centre, Sector 4, Bokaro Steel City, Bokaro, Jharkhand - 827004
Bolpur	Bhubandanga, Opposite. Shiv Shambhu Rice Mill, First Floor, Bolpur, West Bengal - 731204
Bongaigaon	G. N. B. Road, Bye Lane, Prakash Cinema, P.O. & Dist. Bongaigaon, Assam - 783380
Borivali	501 - TIARA, CTS 617, 617 / 1 - 4, Off Chandavarkar Lane, Maharashtra Nagar, Borivali - West, Mumbai - 400092
Burdwan	399, G T Road, Basement, Building Name - Talk of the Town, Burdwan, West Bengal - 713101
Calicut	29 / 97G, 2nd Floor, S A Arcade, Mavoor Road, Arayidathupalam, Calicut, Kerala - 673016
Chaibasa	A. T., Gram - Gutusahi, Under The Nimdih, Panchayat, P.O. Chaibasa, Thana. Muffasil, Dist - West Singhbhum, Jharkhand - 833201
Chandigarh	Deepak Tower, SCO 154 - 155, 1st Floor - Sector 17 - Chandigarh, Punjab - 160017
Chandrapur	Opp Mustafa decor, Behind Bangalore, Bakery Kasturba Road, Chandrapur, Maharashtra - 442402
Chennai	New No. 10 (Old No. 178) M.G.R. Salai, Nungambakkam, Chennai - 600 034.
Chennai-Satelite ISC	No. 158, Rayala Tower - 1, Anna Salai, Chennai - 600002
Chhindwara	Second Floor, Parasia Road, Near Surya Lodge, Sood Complex, Above Nagpur CT Scan, Chhindwara, Madhya Pradesh - 480001
Chidambaram	Shop No. 7, A V C Arcade, 3, South Car Street - 608001
Chittorgarh	3, Ashok Nagar, Near Heera Vatika, Chittorgarh, Rajasthan - 312001
Cochin	Building Name Modayil, Door No. 39 / 2638, DJ, 2nd Floor, 2A, M.G. Road, Cochin - 682016

Coimbatore	No. 1334, Thadagam Road, Thirumurthy Layout, R.S. Puram, Behind Venketeswara Bakery, Coimbatore - 641002
Coochbehar	Nipendra Narayan Road (N. N. Road), Opposite Udichi Market Near - Banik Decorators PO & Dist , Cooch Behar, West Bengal - 736101
Cuttack	Near Indian Overseas Bank, Cantonment Road, Mata Math, Cuttack, Orissa - 753001
Darbhanga	Ground Floor , Belbhadrapur, Near Sahara Office, Laheriasarai Tower Chowk, Laheriasarai, Darbhanga - 846001
Davangere	13, First Floor, Akkamahadevi Samaj Complex, Church Road, P. J. Extension, Davangere, Karnataka - 577002
Dehradun	204 / 121, Nari Shilp Mandir Marg, First Floor, Old Connaught Place, Chakrata Road, Dehradun, Uttarakhand, 248001
Deoghar	S S M Jalan Road, Ground floor, Opp. Hotel Ashoke, Caster Town, Deoghar, Jharkhand - 814112
Dewas	11 Ram Nagar, First Floor, A. B. Road, Near Indian - Allahabad Bank, Dewas - 455001
Dhanbad	Urmila Towers, Room No. 111 First Floor, Bank More, Dhanbad, Jharkhand - 826001
Dharmapuri	16 A / 63 A, Pidamaneri Road, Near Indoor Stadium, Dharmapuri, Tamilnadu - 636701
Dhule	1793/ A , J B Road, Near Tower Garden, Dhule - 424001
Dibrugarh	Amba Complex, Ground Floor, H S Road, Dibrugarh - 786001
Dimapur	H / No. - 2 / 2, S K K Building, OPP SUB - Urban Police Station, Dr. Hokishe Sema Road, Signal Point, Dimapur - 797112
Durgapur	Plot No.3601, Nazrul Sarani, City Centre, Durgapur - 713216
Eluru	No. 22 b - 3 - 9, Karl Marx Street, Powerpet, Eluru, Andhra Pradesh - 534002
Erode	197, Seshaiyer Complex, Agraharam Street, Erode, Tamilnadu - 638001
Faizabad	9/1/51, Rishi Tola Fatehganj, Ayodhya, Faizabad, Uttar Pradesh-224001
Faridabad	LG3, SCO 12 Sector 16, Behind Canara Bank, Faridabad - 121002
Firozabad	First Floor, Adjacent to Saraswati Shishu Mandir School, Gaushala, Near UPPCL Sub Station (Gandhi Park), Company Bagh Chauraha, Firozabad - 283203
Gandhi Nagar	No. 507, 5Th Floor, Shree Ugati Corporate Park, Opp Pratik Mall, Near HDFC Bank, Kudasan, Gandhinagar - 382421
Gandhidham	Shyam Sadan, First Floor, Plot No. 120, Sector 1 / A, Gandhidham - 370201
Gangtok	House No. GTK / 006 / D / 20(3) (Near Janata Bhawan), D. P. H. Road, Gangtok, Sikkim - 737101
Gaya	C/o. Sri Vishwanath Kunj, Ground Floor, Tilha Mahavir Asthan, Gaya - 823001
Ghatkopar	Platinum Mall, Office No. 307, Third Floor, Jawahar Road, Ghatkopar East, Mumbai - 400077
Ghaziabad	1st Floor, C - 10, RDC Rajnagar, Opp Kacheri, Gate No. 2, Ghaziabad - 201002
Goa	Office No. 103, 1st Floor, Unitech City Centre, M.G. Road, Panaji Goa, Goa - 403001
Godhra	First Floor, Prem Praksh Tower B / H, B. N. Chambers Ankleshwar, Mahadev Road, Godhra, Gujarat - 389001
Gondal (Parent Rajkot)	A / 177, Kailash Complex, Opp. Khedut Decor Gondal, Gujarat, 360311
Gorakhpur	Shop No. 5 & 6, Third Floor, Cross Road, The mall, A D Tiraha, Bank Road, Gorakhpur -273001
Gulbarga	Pal Complex, First Floor, Opp. City Bus Stop, Super Market, Gulbarga, Karnataka - 585101
Guntur	Door No. 31 - 13 - 1158, First Floor, 13 / 1, Arundelpet, Ward No. 6, Guntur - 522002
Gurgaon	Unit No. - 115, First Floor Vipul Agora Building, Sector - 28, Near Sahara Mall, Mehrauli, Gurgaon Road, Chakkarpur, Gurgaon - 122001
Guwahati	Piyali Phukan Road, K. C. Path, House No. 1, Rehabari, Guwahati - 781008
Gwalior	G - 6, Global Apartment, Kailash Vihar Colony, Opp. Income Tax Office, City Centre, Gwalior, Madhya Pradesh - 474002
Haldia	Mouza - Basudevpur, J. L. No. 126, Haldia Municipality, Ward No. 10, Durgachak, Haldia - 721602
Haldwani	Durga City Centre, Nainital Road, Haldwani, Uttarakhand - 263139
Haridwar	F - 3, Hotel Shaurya, New Model Colony, Haridwar, Uttarkhand - 249408
Hassan	'PANKAJA', Second Floor, Near Hotel Palika, Race Course Road, Hassan - 573201
Hazaribag	Municipal Market, Annanda Chowk, Hazaribag, Jharkhand - 825301

Himatnagar	Unit No. 326, Third Floor, One World - 1, Block - A, Himmatnagar - 383001
Hisar	No - 12, Opp. HDFC Bank, Red Square Market, Hisar, Haryana - 125001
Hoshiarpur	Near Archies Gallery, Shimla Pahari Chowk, Hoshiarpur, Punjab - 146001
Hosur	Survey No. 25 / 204, Attibele Road, HCF Post, Mathigiri, Above Time Kids School, Oppsite To Kuttys Frozen Foods, Hosur - 635110
Hubli	No. 204 - 205, First Floor, B - Block, Kundagol Complex, Opp. Court, Club Road, Hubli, Karnataka- 580029
Indore	101, Shalimar Corporate Centre, 8 - B, South Tukogunj, Opp.Greenpark, Indore, MadhyaPradesh - 452001
Jabalpur	8, Ground Floor, Datt Towers, Behind Commercial Automobiles, Napier Town, Jabalpur, Madhya Pradesh - 482001
Jaipur	R-7, Yudhisthir Marg C - Scheme, Behind Ashok Nagar Police Station, Jaipur, Rajasthan - 302001
Jalandhar	144, Vijay Nagar, Near Capital Small Finance Bank, Football Chowk, Jalandhar City, Punjab -144001
Jalgaon	Rustomji Infotech Services 70, Navipeth, Opp. Old Bus Stand, Jalgaon, Maharashtra - 425001
Jalna	Shop No. 6, Ground Floor, Anand Plaza Complex, Bharat Nagar, Shivaji Putla Road, Jalna, Maharashtra - 431203
Jalpaiguri	Babu Para, Beside Meenaar Apartment, Ward No. VIII, Kotwali Police Station, Jalpaiguri, West Bengal - 735101
Jammu	JRDS Heights, Sector 14, Nanak Nagar, Near Peaks Auto Showroom, Jammu Jammu & Kashmir - 180004
Jamnagar	207, Manek Centre, P N Marg, Jamnagar, Gujarat - 361001
Jamshedpur	Tee Kay Corporate Towers, 3rd Floor, S B Shop Area, Main Road, Bistupur, Jamshedpur-831001
Janakpuri	Office Number 112, First Floor, Mahatta Tower, B Block Community Centre, Janakpuri, New Delhi -110058
Jaunpur	248, Fort Road Near Amber Hotel, Jaunpur Uttarpradesh - 222001
Jhansi	No. 372 / 18D, First Floor, Above IDBI Bank, Beside V - Mart, Near RAKSHAN, Gwalior Road, Jhansi - 284001
Jodhpur	1/5, Nirmal Tower, 1st Chopasani Road, Jodhpur, Rajasthan - 342003
Jorhat	SINGH BUILDING, GROUND FLOOR, C/O-PRABHDEEP SINGH, PUNJABI GALI, OPP V-MART, GAR ALL, PO & PS-JORHAT, JORHAT-785001
Junagadh	"Aastha Plus", 202 - A, Second Floor, Sardarbag Road, Nr. Alkapuri, Opp. Zansi Rani Statue, Junagadh, Gujarat - 362001
Kadapa	D. No. 3/2151/2152, Shop No 4, Near Food Nation, Raja Reddy Street, Kadapa - 516001, Andhra Pradesh
Kakinada	D. No. 25 - 4 - 29, First Floor, Kommireddy vari street, Beside Warf Road, Opp swathi medicals, Kakinada - 533001
Kalyan	Office No. 413, 414, 415, Fourth Floor, Seasons Business Centre, Opp. KDMC (Kalyan Dombivli Municipal Corporation), Shivaji Chowk, Kalyan (W) - 421301
Kalyani	A - 1 / 50, Block A, Kalyani - Nadia Dt, PIN - 741235
Kangra	Collage Road, Kangra, Dist. Kangra - 176001
Kannur	Room No. PP. 14 / 435, Casa Marina Shopping Centre, Talap, Kannur, Kerala - 670004
Kanpur	First Floor 106 - 108 City Centre, Phase II, 63/ 2, The Mall, Kanpur, Uttarpradesh - 208001
Karimnagar	H. No. 7 - 1 - 257, Upstairs S B H mangammathota, Karimnagar, Telangana - 505001
Karnal	No. 29, Avtar Colony, Behind vishal mega mart, Karnal - 132001
Karur	126 G, V. P. Towers, Kovai Road, Basement of Axis BankKarur, Tamilnadu - 639002
Kasaragod	KMC XXV / 88, I, Second Floor, Stylo Complex, Above Canara Bank, Bank Road, Kasaragod - 671121
Kashipur	Dev Bazar, Bazpur Road, Kashipur - 244713
Katihar	C/o. Rice Education and IT Centre, Near Wireless Gali, Amla Tola, Katihar - 854105
Katni	First Floor, Gurunanak dharmakanta, Jabalpur Road, Bargawan, Katni, Madhya Pradesh - 483501
Khammam	Shop No. 11 - 2 - 31 / 3, First Floor, Philips Complex, Balajinagar, Wyra Road, Near Baburao Petrol Bunk, Khammam, Telangana - 507001
Kharagpur	"Silver Palace" OT Road, Inda - Kharagpur, G - P - Barakola, P.S. Kharagpur Local, Dist West Midnapore - 721305
Kolhapur	2 B, 3rd Floor, Ayodhya Towers, Station Road, Kolhapur, Maharashtra - 416001
Kolkata	2/1, Russell Street, 2nd Floor, Kankaria Centre, Kolkata - 700071

Kolkata-CC (Kolkata Central)	3 / 1, R. N. Mukherjee Road, Third Floor, Office space - 3 C, "Shreeram Chambers", Kolkata - 700001
Kollam	Uthram Chambers (Ground Floor), Thamarakulam, Kollam - 691006
Korba	Kh. No. 183 / 2 G, Opposite Hotel Blue Diamond, T. P. Nagar, Korba - 495677
Kota	B-33, Kalyan Bhawan, Near Triangle Park, Vallabh Nagar, Kota, Rajasthan - 324007
Kottayam	1307 B, Puthenparambil Building, KSACS Road, Opp. ESIC Office, Behind Malayala Manorama Muttambalam - P O, Kottayam - 686501
Krishnanagar	R. N. Tagore Road, In front of Kotawali, P. S. Krishnanagar Nadia - 741101
Kukatpally	No. 15 - 31 - 2 M - 1 / 4, First Floor, 14 - A, MIG, KPHB Colony, Kukatpally, Hyderabad - 500072
Kumbakonam	No. 28 / 8, First Floor, Balakrishna Colony, Pachaiappa Street, Near VPV Lodge, Kumbakonam - 612001
Kurnool	Shop No. 26 and 27, Door No. 39 / 265 A and 39 / 265 B, Second Floor, Skanda Shopping Mall, Old Chad Talkies, Vaddageri, 39th Ward, Kurnool - 518001
Lucknow	Office No. 107, First Floor, Vaisali Arcade Building, Plot No 11, 6 Park Road, Lucknow - 226001
Ludhiana	U/ GF, Prince Market, Green Field, Near Traffic Lights, Sarabha Nagar Pulli, Pakhowal Road, Ludhiana, Punjab - 141002
Madurai	Shop No. 3, 2nd Floor Surya Towers, No. 272/273, Goodshed Street, Madurai - 625001
Mahabubnagar	H. No. 14-3-178/1B/A/1, Near Hanuman Temple, Balaji Nagar, Boothpur Road, Mahabubnagar - 509001, Telangana State.
Malappuram	Kadakkadan Complex, Opp central school, Malappuram - 676505
Malda	Daxhinapan Abasan, Opp Lane of Hotel Kalinga, SM Pally, Malda, West bengal - 732101
Mancherial	3 - 407 / 40 - 4, Basement Floor, Royal Enfield Show Room Building, Bellampally Road, Mancherial, Telangana State - 504302
Mandi	No. 328 / 12, Ram Nagar, First Floor, Above Ram Traders, Mandi - 175001
Mandi Gobindgarh	Opp. Bank of Bikaner and Jaipur, Harchand Mill Road, Motia Khan, Mandi Gobindgarh, Punjab - 147301
Mangalore	14-6-674/15(1), SHOP NO -UG11-2, MAXIMUS COMPLEX, LIGHT HOUSE HILL ROAD, MANGALORE - 575001, KARNATAKA
Manipal	Shop No. A2, Basement Floor, Academy Tower, Opposite Corporation Bank, Manipal, Karnataka - 576104
Mapusa (Parent ISC: Goa)	Office No. 503, Buildmore Business Park, New Canca By pass Road, Ximer, Mapusa Goa - 403507
Margao	F4 - Classic Heritage, Near Axis Bank, Opp. BPS Club, Pajifond, Margao, Goa - 403601
Mathura	159 / 160 Vikas Bazar Mathura Uttarpradesh - 281001
Meerut	108, First Floor, Shivam Plaza, Opp. Eves Cinema, Hapur Road, Meerut, Uttarpradesh - 250002
Mehsana	First Floor, Subhadra Complex Urban Bank Road, Mehsana, Gujarat, 384002
Mirzapur	Ground Floor, Canara Bank Building, Dhundhi Katra, Mirzapur Uttarpradesh - 231001
Moga	Street No 8-9 Center, Aarya Samaj Road, Near Ice Factory. Moga -142 001
Moradabad	H 21 - 22, First Floor, Ram Ganga Vihar Shopping Complex, Opposite Sale Tax Office, Moradabad - 244001
Mumbai	30, Rajabhadur Compound, Opp. Indian Bank, Mumbai Samachar Marg, Fort, Mumbai, Maharashtra - 400023
Muzaffarnagar	No. 235, Patel Nagar, Near Ramlila Ground, New Mandi, Muzaffarnagar - 251001
Muzaffarpur	Brahman Toli, Durgasthan Gola Road, Muzaffarpur, Bihar - 842001
Mysore	No. 1, First Floor, CH. 26 7th Main, 5th Cross (Above Trishakthi Medicals), Saraswati Puram, Mysore, Karnataka, - 570009
Nadiad	F 142, First Floor, Ghantakarna Complex Gunj Bazar, Nadiad, Gujarat - 387001
Nagaon	Amulapatty, V. B. Road, House No. 315, Nagaon, Assam - 782003
Nagercoil	Fourth Floor, Kalluveettil Shyras Center, 47, Court Road, Nagercoil, Tamilnadu - 629001
Nagpur	145, Lendra, New Ramdaspath, Nagpur, Maharashtra - 440010
Nalgonda	No. - 6 - 4 - 80, First Floor, Above allahabad Bank, Opp. Police Auditorium, V. T. Road, Nalgonda - 508001
Namakkal	156A / 1, First Floor, Lakshmi Vilas Building, Opp. To District Registrar Office, Trichy Road, Namakkal, Tamilnadu - 637001

Nanded	Shop No. 8, 9, Cellar "Raj Mohammed Complex", Main Road, Shri Nagar, Nanded - 431605
Nasik	First Floor, "Shraddha Niketan", Tilak Wadi, Opp Hotel City Pride, Sharanpur Road, Nasik - 422002
Navsari	214 - 215, Second Floor, Shivani Park, Opp. Shankheswar Complex, Kaliawadi, Navsari, Gujarat - 396445
Nellore	Shop No. 2, 1st Floor, NSR Complex, James Garden, Near Flower Market, Nellore - 524001
New Delhi	CAMS Service Center, 401 to 404, 4th Floor, Kanchan Junga Building, Barakhamba Road, New Delhi - 110001
Nizamabad	5 - 6 - 208, Saraswathi nagar, Opposite Dr.Bharathi rani nursing home, Nizamabad, Andhra Pradesh - 503001
Noida	Commercial Shop No. GF 10 & GF 38, Ground Floor, Ansal Fortune Arcade, Plot No. K - 82, Sector - 18, Noida - 201301
Ongole	Shop. No. 1128, First Floor, 3rd Line, Sri Babuji Market Complex, Ongole - 523001
Palakkad	Door No. 18 / 507 (3), Anugraha, Garden Street, College Road, Palakkad, Kerala - 678001
Palanpur	Gopal Trade center, Shop No. 13 - 14, Third Floor, Nr. BK Mercantile bank, Opp. Old Gunj, Palanpur - 385001
Panipat	SCO 83 - 84, First Floor, Devi Lal Shopping Complex, Opp RBL Bank, G.T.Road , Panipat, Haryana - 132103
Pathankot	13 - A, First Floor, Gurjeet Market, Dhangu Road, Pathankot, Punjab - 145001
Patiala	No. 35 New Lal Bagh, Opp. Polo Ground, Patiala - 147001
Patna	301B, Third Floor, Patna One Plaza, Near Dak bunglow Chowk, Patna 800001
Phagwara	Shop No. 2, Model Town, Near Joshi Driving School, Phagwara - 144401
Pitampura	Number G - 8, Ground Floor, Plot No. C - 9, Pearls Best Height - II, Netaji Subhash Place, Pitampura, New Delhi - 110034
Pondicherry	S - 8, 100, Jawaharlal Nehru Street (New Complex, Opp. Indian Coffee House), Pondicherry - 605001
Port Blair	C-101/2, 1st floor, near cottage industries, middle point (phoenix Bay), Port Blair, South Andaman, Pin: 744101.
Pratapgarh	Opp Dutta Traders, Near Durga Mandir, Balipur Pratapgarh, Uttarpradesh - 230001
Pune	Vartak Pride, 1st Floor, Survey No. 46, City Survey, No. 1477, Hingne budruk, D.P.Road, Behind Dinanath mangeshkar Hospital, Karvenagar, Pune - 411052
Purnea	C/C. Muneshwar Prasad, Sibaji Colony, SBI Main Branch Road, Near - Mobile Tower, Purnea - 854301
Purulia	Anand Plaza, Shop No. 06, Second Floor, Sarbananda Sarkar Street, Munsifdanga, Purulia, West Bengal - 723101
Rae Bareli	17, Anand Nagar Complex, Opposite Moti Lal Nehru Stadium, SAI Hostel Jail Road, Rae Bareilly, Uttar pradesh - 229001
Raiganj	Rabindra Pally, Beside of Gitanjali Cenema Hall, P O & P S Raiganj, Dist North Dijajpur, Raiganj, West Bengal - 733134
Raigarh	First Floor, MIG - 25, Blessed Villa, Lochan Nagar, Raigarh, Chhattisgarh - 496001
Raipur	HIG, C - 23 Sector - 1, Devendra Nagar, Raipur, Chattisgarh - 492004
Rajahmundry	Door No. 6 - 2 - 12, First Floor, Rajeswari Nilayam, Near Vamsikrishna Hospital, Nyapathi Vari Street, T. Nagar, Rajahmundry, Andhra Pradesh - 533101
Rajapalayam	No. 59 A / 1, Railway Feeder Road, (Near Railway Station), Rajapalayam, Tamilnadu - 626117
Rajkot	Office 207 - 210, Everest Building, Harihar Chowk, Opp Shastri Maidan, Limda Chowk, Rajkot, Gujarat - 360001
Ranchi	4, HB Road No. 206, Second Floor, Shri Lok Complex, H B Road, Near Firayalal, Ranchi, Jharkhand - 834001
Ratlam	Dafria & Co., No. 18, Ram Bagh, Near Scholar's School, Ratlam, Madhya Pradesh - 457001
Ratnagiri	Orchid Tower, Ground Floor, Gala No. 06, S. V. No. 301 / Paiki, 1 / 2, Nachane Municiple Aat, Arogya Mandir, Nachane Link Road, At, Post, Tal. Ratnagiri Dist. Ratnagiri - 415612
Rohtak	SCO 06, Ground Floor, MR Complex, Near Sonipat Stand Delhi Road, Rohtak - 124001
Roorkee	22, Civil Lines, Ground Floor, Hotel Krish Residency, Roorkee, Uttara khand - 247667
Rourkela	Second Floor, J B S Market Complex, Udit Nagar, Rourkela - 769012
Sagar	Opp. Somani Automobile, S Bhagwanganj Sagar, Madhya Pradesh - 470002
Saharanpur	First Floor, Krishna Complex, Opp. Hathi Gate Court Road, Saharanpur, Uttarpradesh - 247001
Salem	No. 2, First Floor, Vivekananda Street, New Fairlands, Salem, Tamilnadu - 636016
Sambalpur	C/o. Raj Tibrewal & Associates, Opp. Town High School, Sansarak Sambalpur, Orissa - 768001

Sangli	Jiveshwar Krupa Bldg. Shop. No. 2, Ground Floor, Tilak Chowk Harbhat Road, Sangli, Maharashtra - 416416
Satara	117 / A / 3 / 22, Shukrawar Peth, Sargam Apartment, Satara, Maharashtra - 415002
Satna	First Floor, Shri Ram Market, Beside Hotel Pankaj, Satna - 485001
Secunderabad (Hyderabad)	208, II Floor Jade Arcade Paradise Circle, Hyderabad, Telangana 500 003.
Seerampur	47 / 5 / 1, Raja Rammohan Roy Sarani, PO. Mallickpara, Dist. Hoogly, Seerampur, West Bengal - 712203
Shahjahanpur	Bijlipura, Near Old Distt Hospital, Jail Road, Shahjahanpur Uttarpradesh - 242001
Shillong	Third Floor, R P G Complex, Keating Road, Shillong, Meghalaya - 793001
Shimla	First Floor, Opp. Panchayat Bhawan Main gate, Bus stand, Shimla, Himachal Pradesh - 171001
Shimoga	No. 65, First Floor, Kishnappa Compound, 1st Cross, Hosmane Extn, Shimoga, Karnataka - 577201
Sikar	C/o. Gopal Sharma & Company, Third Floor Sukhshine Complex, Near Geetanjali Book depot, Tapadia Bagichi, Sikar, Rajasthan - 332001
Silchar	House No. 18 B, First Floor, C/O LT, Satyabrata Purkayastha, Opp To Shiv Mandir, Landmark - Sanjay Karate Building, Near Iskon Mandir, Ambicabathy, Silchar - 788004
Siliguri	No.78, Haren Mukherjee Road, First Floor, Beside SBI Hakimpara, Siliguri - 734001
Sirsa	Ground Floor of CA Deepak Gupta, M G Complex, Bhawna Marg, Beside Over Bridge, Bansal Cinerma Market, Sirsa Haryana - 125055
Sitapur	Arya Nagar, Near Arya Kanya School, Sitapur, Uttarpradesh - 261001
Solan	First Floor, Above Sharma General Store, Near Sanki Rest house, The Mall, Solan, Himachal Pradesh - 173212
Solapur	Flat No 109, First Floor, A Wing, Kalyani Tower 126 Siddheshwar Peth, Near Pangal High School, Solapur, Maharashtra - 413001
Sonepat	S C O - 12, First Floor, Pawan Plaza, Atlas Road, Subhas Chowk, Sonepat - 131001
Sri Ganganagar	18 L Block, Sri Ganganagar, Rajasthan - 335001
Srikakulam	Door No 10-5-65, 1st Floor, Dhanwanthri Complex, Kalinga Road, Opp Chandramouli Departmental Store, Near Seven roads Junction, Srikakulam - 532 001
Srinagar	Near New Era Public School, Rajbagh, Srinagar, Jammu & Kashmir - 190 008
Sultanpur	967, Civil Lines, Near Pant Stadium, Sultanpur, Uttarpradesh - 228001
Surat	Shop No. G-5, International Commerce Center, Nr. Kadiwala School, Majura Gate, Ring Road, Surat - 395002
Surendranagar	Shop No. 12, M. D. Residency, Swastik Cross Road, Surendranagar - 363001
Suri	Police Line, Ramakrishnapally, Near Suri Bus Stand, Suri West Bengal - 731101
Tambaram	Third Floor, B R Complex, No. 66, Door No. 11 A, Ramakrishna Iyer Street, Opp. National Cinema Theatre, West Tambaram, Chennai - 600045
Tamluk	Holding No. - 58, First Floor, Padumbasan Ward No. 10, Tamluk Maniktala More, Beside HDFC Bank, Tamluk, Purba Medinipur, Tamluk, West Bengal - 721636
Tezpur	Kanak Tower - First Floor Opp. IDBI Bank / ICICI Bank C.K. Das Road, Tezpur Sonitpur, Assam - 784001
Thane	Dev Corpora, A Wing, 3rd floor, Office no.301, Cadbury Junction, Eastern Express way, Thane (West) - 400 601
Tinsukia	Bangiya Vidyalaya Road, Near Old post office, Durgabari, Tinsukia, Assam - 786.125
Tirunelveli	No. F4, Magnam Suraksaa Apatments, Tiruvananthapuram Road, Tirunelveli - 627002
Tirupati	Shop No. 6, Door No. 19 - 10 - 8, (Opp to Passport Office), AIR Bypass Road, Tirupati, Andhra Pradesh - 517501
Tirupur	1 (1), Binny Compound, Second Street, Kumaran Road, Tirupur, Tamilnadu - 641601
Tiruvalla	First Floor, Room No. 61 (63), International shopping Mall, Opp. ST Thomas Evangelical Church, Above Thomsan Bakery, Manjady, Thiruvalla - 689105
Trichur	Room No. 26 & 27, Dee Pee Plaza, Kokkalai, Trichur, Kerala - 680001
Trichy	No 8, First Floor, 8th Cross West Extn, Thillainagar, Trichy, Tamilnadu - 620018
Trivandrum	TC NO: 22/902, 1st - Floor "BLOSSOM" BLDG, OPP.NSS KARAYOGAM, SASTHAMANGALAM VILLAGE P.O, Thiruvananthapuram Trivandrum-695010. Kerala
Tumkur	PID. No. 88268, Second Floor, Second Cross, M. G. Road, Tumkur, Karnataka - 572101
Tuticorin	4 B / A 16, Mangal Mall Complex, Ground Floor, Mani Nagar, Tuticorin, Tamilnadu - 628003

Udaipur	No.32, Ahinsapuri, Fatehpura Circle, Udaipur - 313001
Udhampur	Guru nanak institute, NH - 1 A, Udhampur, J & K - 182101
Ujjain	Adjacent to our existing Office at 109, First Floor, Siddhi Vinayak Trade Center, Shahid Park, Ujjain - 456010
Vadodara	103, Aries Complex, Bpc Road, Off R.C. Dutt Road, Alkapuri, Vadodara, Gujarat - 390007
Valsad	3rd floor, Gita Nivas, Opp Head Post Office, Halar Cross Lane Valsad, Gujarat - 396001
Vapi	208, Second Floor, HEENA ARCADE, Opp. Tirupati Tower, Near G.I.D.C. Char Rasta, Vapi, Gujarat - 396195
Varanasi	Office No. 1, Second Floor, Bhawani Market, Building No. D - 58 / 2 - A1, Rathyatra Beside Kuber Complex, Varanasi, Uttarpradesh - 221010
Vasco(Parent Goa)	No. DU 8, Upper Ground Floor, Behind Techoclean Clinic, Suvidha Complex Near ICICI Bank, Vasco, Goa - 403802
Vashi	BSEL Tech Park, B - 505, Plot No. 39 / 5 & 39 / 5 A, Sector 30A, Opp.Vashi Railway Stationm Vashi, Navi Mumbai - 400705
Vellore	Door No. 86, BA Complex, 1st Floor Shop No 3, Anna Salai (Officer Line), Tollgate, Vellore - 632 001
Vijayawada	40 - 1 - 68, Rao & Ratnam Complex, Near Chennupati Petrol Pump, M.G. Road, Labbipet, Vijayawada, Andhra Pradesh - 520010
Vijaynagaram (Vizianagaram)	Door. No. 4 - 8 - 73, Beside Sub Post Office, Kothagraharam, Vizianagaram, Andhra Pradesh - 535001
Visakhapatnam (Vizag)	Flat No. GF2, D. No. 47 - 3 - 2 / 2, Vigneswara Plaza, 5th Lane, Dwarakanagar, Visakhapatnam, Andhra Pradesh - 530016
Warangal	H. No. 2 - 4 - 641, F - 7, First Floor, A. B. K Mall, Old Bus Depot Road, Ramnagar, Hanamkonda, Warangal, Telangana - 506001
Wardha	Opp. Raman Cycle Industries, Krishna Nagar, Wardha, Maharashtra - 442001
Wayanad	Second Floor, AFFAS Building, Kalpetta, Wayanad - 673121
Yamuna Nagar	124 - B / R, Model Town Yamunanagar, Yamuna Nagar, Haryana - 135001
Yavatmal	Pushpam, Tilakwadi, Opp. Dr. Shrotri Hospital, Yavatmal, Maharashtra, 445001

OFFICIAL POINT OF ACCEPTANCE FOR TRANSACTIONS IN ELECTRONIC FORM

In addition to the existing Official Point of Acceptance of transactions, Computer Age Management Services Ltd. (CAMS), the Registrar and Transfer Agent of Unifi Mutual Fund, having its office at New No 10. Old No. 178, Opp. to Hotel Palm Grove, MGR Salai (K.H. Road), Chennai - 600 034 shall be an official point of acceptance for electronic transactions received from the Channel Partners with whom Unifi Asset Management Private Limited has entered or may enter into specific arrangements for all financial transactions relating to the units of mutual fund schemes. Additionally, the secure Internet sites operated by CAMS will also be official point of acceptance only for the limited purpose of all channel partners transactions based on agreements entered. Additionally, the Internet site(s) operated by the AMC and online applications of the AMC will also be official point of acceptance.

Investors can also subscribe to units of the Scheme during the NFO Period or ongoing basis by availing the platforms/facilities made available by the Stock Exchanges.